



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, June 16, 2025

6:30 PM

Council Chambers
220 South 1st Street
Broken Arrow, OK

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

- A. [25-18](#) 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 non-public 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 Inter-local 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 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 back-up bidders, for 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 back-up 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

6. Consideration of Items Removed from Consent Agenda

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

- A. [25-92](#) Recognition of Sports Broadcaster Tyler Jones
- 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
- C. [25-887](#) Presentation and Discussion of the Safe Hotels Initiative Update
- D. [25-271](#) 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. [25-863](#) 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
- 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)
- 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
- 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

- 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)
- 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)
- 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)

10. Preview Ordinances

- A. [25-879](#) Consideration, discussion and 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

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
- B. [25-824](#) Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3879

12. Remarks and Inquiries by Governing Body Members

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

14. Executive Session

15. Adjournment

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 #: 25-18, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Approval of the City Council Meeting Minutes of June 2, 2025

Background:

Minutes recorded for the City Council Meeting.

Cost:

Approximately \$248

Funding Source:

City Clerk Operational Fund

Requested By:

City Clerk's Office

Approved By:

City Manager's Office

Attachments:

June 2, 2025 City Council Minutes

Recommendation:

Approve the minutes of the June 2, 2025 City Council Meeting.



City of Broken Arrow

Minutes

City Council Meeting

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

City Hall
220 S 1st Street
Broken Arrow OK
74012

Monday, June 2, 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. National Anthem by the Broken Arrow Senior Center Choir

3. Invocation

Pastor Andrew Conley led the invocation.

4. Roll Call

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

5. Pledge of Allegiance to the Flag

The Pledge was led by Vice Mayor Johnnie Parks.

6. Consideration of Consent Agenda

- A. 25-17 Approval of the City Council Meeting Minutes of May 20, 2025
- B. 25-755 Acceptance Planning Commission meeting minutes of May 8, 2025
- C. 25-774 Approval of and authorization to execute Budget Amendment Number 28 for Fiscal Year 2025
- D. 25-777 Approval of and authorization to execute a Risk Management Services Agreement with the Arrow Group to provide brokerage services for Risk Management and Insurance Services administration to be effective July 1, 2025
- E. 25-779 Approval of and authorization to execute the first renewal of the Mutual Aid Agreement between the City of Broken Arrow and the City of Coweta for Building Inspection Services
- F. 25-743 Approval of and authorization to execute Agreement for Professional Consultant Services with Walter P. Moore and Associates, Inc. for the 245th E. Avenue Improvements from Kenosha Street to Oakland Street (Project Number 2552200)
- G. 25-780 Approval of and authorization to execute Amendment 1 to professional Consultant Agreement with Narrate for the design of the Operations Center Administration Building Remodel Project (Project No. 2317210)
- H. 25-747 Approval of and authorization to execute Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for South Aspen Ave and East Tucson Street (Project Number ST2031)
- I. 25-701 Approval of and authorization to execute an agreement with the Orsus Group Background Screenings to provide pre-employment background check screenings for pre-employment requirements of candidates of the City of Broken Arrow
- J. 25-716 Approval of and authorization to execute an annual use agreement between the City of Broken Arrow and ArtsOK, Inc
- K. 25-731 Approval of and authorization to execute an annual use agreement between the City of Broken Arrow and Broken Arrow Genealogical Society
- L. 25-720 Approval of and authorization to execute an annual use agreement between the City of Broken Arrow and Broken Arrow Historical Society
- M. 25-728 Approval of and authorization to execute an annual use agreement between the City of Broken Arrow and Broken Arrow MVA d/b/a Military History Center
- N. 25-719 Approval of and authorization to execute an annual use agreement and sublease between the City of Broken Arrow and Broken Arrow Veterans Center, Inc.
- O. 25-742 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

- P. 25-776 Approval of and authorization to execute the purchase of Oklahoma Municipal Assurance Group (OMAG) Insurance Policies for Bass Pro property, General Municipal Properties, including Battle Creek Property, and Auto/Mobile Equipment effective July 1, 2025
- Q. 25-745 Approval of and authorization to execute the sale of the bid 25.14 for the property located at 401 E. Kenosha to CRS Sanders
- R. 25-746 Approval of and authorization to award and execute a Request for Proposal (RFP) for consultant services to provide fleet management consulting services to Matrix Consulting Group
- S. 25-789 Approval of a waiver of Section 24.104 of the Codes of Ordinances for approximately 15 acres, A-1 (Agricultural), one-quarter mile south of Washington Street (91st Street) east of 23rd Street (County Line Road)
- T. 25-751 Approval of and authorization to execute Change Order No. 3 with Mowtown Outdoors for the Gardens at Central Park (2360450)
- U. 25-750 Approval of and authorization to execute Resolution No. 1659, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 11.0, consisting of 4,898 square feet of permanent Right-of-Way and one Utility Easement for Parcel 11.A consisting of 3,179 square feet, located at 8601 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from The Linda J. Holman Revocable Trust, dated January 25, 2007, and authorization of payment in the amount of \$17,270.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 11.0 and 11. A (Project No. ST2027)
- V. 25-770 Approval of and authorization to execute Resolution No. 1660, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 6.0, consisting of 7,188 square feet of permanent Right-of-Way located at 17615 East 101st Street South in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from King Development Group, LLC, an Oklahoma Limited Liability Company, and authorization of payment in the amount of \$17,970.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 6.0 (Project No. ST23280)
- W. 25-771 Approval of and authorization to execute Resolution No. 1661, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 7.0, consisting of 4,160 square feet of permanent Right-of-Way located at 8722 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Robert E. Samuel and Fran Samuel, and authorization of payment in the amount of \$12,940.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 7.0 (Project No. ST2027)
- X. 25-614 Approval of PR-000766-2024 | PT-002131-2025, Conditional Final Plat, 81st Street Industrial Park, approximately 12.83 acres, 1 proposed lot, IH (Industrial Heavy) and FD (Flood District), located south of Houston Street (81st Street) and approximately one-sixteenth mile west of 23rd Street (193rd Avenue/County Line Road)
- Y. 25-636 Approval of PR-00628-2024 | PT-002142-2025, Conditional Final Plat, Elysian Fields II, 12.76 acres, 59 lots, A-1 (Agricultural) to RS-3 (Single Family Residential) and RS-4 (Single Family Residential)/PUD-306 via BAZ-2046, one-quarter mile south and east of the southeast corner of Tucson Street (121st Street) and Garnett Road
- Z. 25-679 Approval of SP-002108-2025, Ian's Auto Service, CH (Commercial Heavy), one-quarter mile north of Houston Street (81st Street), east of Lynn Lane Road (9th Street)
- AA. 25-790 Approval of and authorization to execute Resolution No. 1668, a Resolution of Necessity to Condemn Property located at 520 East Washington Street, Broken Arrow, OK 74012, located in Section 14, Township 18 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, for the: 9th Street Widening: Houston to Washington, Parcel 4.0 (Project No. ST2027)
- AB. 25-767 Acceptance of a Deed of Dedication from OakTrust Development, LLC, an Oklahoma Limited Liability Company, for property consisting of 3.1215 Acres of overland drainage and detention easement, located near 5601 South Aspen Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 34, Township 18 North, Range 14 East, Tulsa County, Oklahoma, for the OakTrust Project
- AC. 25-559 Acceptance of a Detention Easement from RoseWood Village Development, LLC, on property located approximately one-quarter mile north of Houston Street (81st Street), one-eighth mile east of Aspen Avenue (145th East Avenue), shown as Exhibit A (Section 10, T18N, R14E) (EASE-002077-2025)
- AD. 25-749 Acceptance of a Utility Easement consisting of 13.28 square feet from Ruby M. Drake Family, LLC, an Oklahoma Limited Liability Company and Eldon L. Drake Family, LLC, an Oklahoma Limited Liability Company, on property located at 4516 South 9th Street 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 9th Street, Waco Street to Florence Street & Florence Street, Elm Place to Ash Drive, Parcel 8.0 (Project No. WL23080)

AE. 25-791 Ratification of the Claims List Check Register Dated May 29, 2025

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

The motion carried by the following vote:

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

7. Consideration of Items Removed from Consent Agenda - NONE

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

A. 25-760 Conduct a public hearing for the Proposed 2025-2026 Fiscal Year Budget

Tom Cook, from the Finance Department, presented Item 25-760. The Municipal Budget Act of 1979 mandates a public hearing to allow community input on the City's proposed annual budget. In compliance, the City of Broken Arrow is holding this hearing to receive comments on the proposed fiscal year 2025-2026 budget. Notice of the hearing was published on May 27th in the Tulsa World, and the budget has been available for review at City Hall and online.

City Manager Michael Spurgeon stated that he and Mr. Cook are presenting the City of Broken Arrow's fiscal year 2026 budget in place of Cindy Arnold, Director of Finance, who is out due to a family emergency. The presentation emphasizes the importance of the budget process, which spans a fiscal year from July 1 to June 30 rather than the calendar year. The budget is available at City Hall and online, with an executive summary included in the first 24 pages that outlines key priorities and work plans. The budget serves to align services with Council priorities, ensure sustainability, and maintain operations. Key goals include public safety, economic development, government innovation, strategic investments, and transparency. Conservative revenue and expenditure estimates, legal requirements for balanced funds, contingencies for emergencies, and long-term sustainability guide the budget. Sales tax, the city's primary revenue source, is volatile and currently trending flat, contributing to budget challenges alongside inflation and supply chain issues. Property taxes fund only debt repayment, not operations, which rely heavily on sales tax, franchise fees, and utility revenues. The city remains focused on delivering services and maintaining quality of life despite financial constraints.

Mr. Cook further stated that the proposed FY26 municipal budget for the City of Broken Arrow totals \$455.96 million, representing a 3.44% decrease from the FY25 budget. Operational spending is set to rise by 9.58% to \$181.3 million, while capital outlay will drop by 12.95% to \$232.56 million. Debt service will increase by 6.31% to \$42.09 million. The general fund budget for FY26 is \$153.66 million, representing a 1.67% increase from FY25, and includes expenditures, transfers, and the projected ending balance. FY26 revenues, excluding transfers, are estimated at \$98.64 million, a 5.44% increase over FY25, with sales tax projected to grow 1.5%. Operating expenses total \$32.48 million, and major fund transfers include \$21.41 million to BAMA, \$600,000 to BAEDA, \$36.2 million to the police sales tax fund, and \$30.2 million to the fire sales tax fund. The projected ending fund balance is \$32.68 million, with detailed departmental expenses provided in Section Two of the budget book.

City Manager Spurgeon explained The Sales Tax Capital Improvement Fund (STCI) is a key component of the City's budget, funded by a voter-approved half-cent portion of the 3.55% city sales tax. For FY26, STCI is expected to generate just under \$11 million for pay-as-you-go capital projects, such as roof replacements, HVAC systems, smaller vehicles, and other capital needs. Additionally, \$22.5 million in ongoing project funds will roll over due to projects still in progress. Proposed STCI projects are detailed in section four, pages 11–14 of the budget book. As part of the budget process, department heads were invited to present updates. Among them was Fire Chief Jeremy Moore, who provided insights into department operations, future planning, and efforts to maintain the City's top ISO rating.

Mr. Cook clarified that the transfers he mentioned earlier are operating transfers, which support the specific operational needs of various funds that lack independent revenue sources. For example, the BETA Fund receives \$600,000 from the General Fund to support its operations, as it does not generate its income. Both the General Fund and BAMA contribute to BAEDA. Similarly, the E911 Fund transfers money to the Police Department to help cover communication costs. These operating transfers are designated strictly for operational purposes.

City Manager Spurgeon emphasized that, due to a 2015 voter-approved mandate, around 68% of General Fund revenues must be transferred to support the Police Department, with roughly \$36 million and \$30 million allocated to relevant funds. These are examples of the operating transfers previously discussed. He also acknowledged the strong budget presentations from department directors, particularly highlighting the detailed and engaging updates from Fire

Chief Jeremy Moore and Utilities Director Tim Robbins, commending all directors for their work on the budget.

Mr. Cook presented the FY26 budget for the Broken Arrow Municipal Authority (BAMA), totaling \$177.24 million, representing an 11.6% decrease from FY25's \$ 200.60 million. This drop is mainly due to a 35.9% reduction in capital outlay despite an 8.36% increase in operating costs, reserve balances, and debt service. The decrease reflects the expenditure of prior loan proceeds last year. A rate increase will be necessary to support operations, capital projects, and OWRB debt service, with rate discussions set for later in the summer. The budget includes \$8.6 million in pay-as-you-go capital improvements, \$24.9 million in new OWRB projects, and \$24.5 million for ongoing projects, totaling nearly \$ 58 million. BAMA's operating expenses include \$28.2 million for personnel, \$21.8 million for services and charges, \$8 million for materials, \$14 million in debt service, and \$24.2 million in transfers. Detailed departmental budgets are located in Section Three of the budget book, with capital projects listed on pages 41-47.

City Manager Spurgeon concluded the budget presentation by noting that the City Council had previously reviewed proposed general obligation bond sales during the workshop, with details in Section Four, pages 60–71 of the budget book. While the Council will tentatively approve the list now, the final version will be finalized in September once property assessments are received. Approximately \$17 million is expected to be sold from the 2018 bond package this year, with about \$100 million in projects from the 2011, 2014, and 2018 bond packages currently under construction. By the end of this sale, around \$192 million of the \$210 million authorized from the 2018 package will have been issued. He also mentioned the ongoing work on the 2026 bond initiative, which will involve the Council selecting final projects through January 2026 for a public vote on April 7, 2026. Spurgeon closed by summarizing the proposed FY26 budget of \$455,957,612, a 3.44% decrease from FY25, emphasizing its alignment with the city's commitment to service and quality of life. He thanked Finance Director Cindy Arnold, Tom Cook, Tara Kilpatrick, the finance staff, department directors, and support staff Cricket Moore and Lori Hill for their work in preparing the budget.

Vice Mayor Johnnie Parks offered a closing comment, reflecting on the earlier budget workshop. He praised the staff for their thorough and well-presented work. He noted that the workshop had been instrumental in helping the Council understand the budget in detail, emphasizing that tonight's hearing was not their first exposure to it. He also took a moment to commend the City Manager—despite his reluctance to compliment him in his presence—for producing an exceptional executive summary. Vice Mayor Parks highlighted that reading through that section of the budget book gives a clear and comprehensive understanding of both the budget process and the City's specific financial plan.

William Kok, a resident of the Indian Springs District, questioned the city's reliance on issuing bonds and accruing debt—citing a proposed \$42 million in debt service—and suggested instead that property taxes be collected and projects paid for as funds become available. The speaker acknowledged it as a general inquiry.

City Manager Spurgeon explained that the \$42 million in debt service for the upcoming fiscal year includes repayments on two types of obligations: voter-approved general obligation bonds, which are constitutionally required to be approved through ballot propositions, and bonds issued through the city's utilities authority, like BAMA, for water and sewer projects. He emphasized that the city cannot fund such projects without voter approval or through authorized channels, such as utility authorities.

B. 25-358 Presentation and annual programming update by Broken Arrow Seniors

Lori Hill, Community Relations Manager, introduced Kim Crenshaw from Broken Arrow Seniors and Jennifer Deal from Arts 302, explaining that as part of their annual use agreements with the city, they are required to present a yearly update. She expressed appreciation for working with both women over the past two years.

Kim Crenshaw reported that the Broken Arrow Senior Center is thriving, with nearly 3,200 active members and an average of over 546 daily visitors across two buildings in May. Attendance peaks at over 600 on Tuesdays and Thursdays, with more than 115 weekly programs now offered. Members contributed over 24,000 volunteer hours this year, and the center served over 24,000 meals in 2024 through its partnership with the Tulsa and Creek County Nutrition Program. Most participants are residents of Broken Arrow, and membership remains at \$40 per year. With rising demand, the center is extending its hours on Tuesdays and Thursdays to 7 p.m. and introducing new evening programs, including dance and fitness classes. In August, a memory café will launch to support those with early-stage dementia. The center was also named the Chamber's 2024 Non-Profit of the Year. Crenshaw concluded by promoting the upcoming Founders' Day Luau fundraiser.

The council praised Kim Crenshaw and the Broken Arrow Senior Center for their contributions to the community, sharing lighthearted moments about last year's luau and hula dancing. Ms. Crenshaw was recognized for her dedication, including her role on the internal advisory committee for the bond package and as board chair. They emphasized how the center enhances the city's quality of life, citing its impact as a key reason Broken Arrow is ranked among the most livable cities. Appreciation was expressed for her leadership and the center's role in keeping seniors active, engaged, and visible in the community.

C. 25-359 Presentation and annual programming update by ArtsOK for Arts@302

Jennifer Deal, an art teacher, shared that Arts 302 is thriving, with growing participation and revenue, and they're exploring a collaborative grant for creative aging with the Broken Arrow Senior Center. Most summer classes are filling up, and they've seen a 14% increase in unique participants and an 8% rise in revenue. Rentals and art parties have nearly doubled, camps are popular and selling out, and they're gaining regional recognition, including a feature in the Oklahoma Visual Arts Coalition magazine. The center recently hosted the Oklahoma Arts Council board and is now considering starting an arts crawl in Broken Arrow. Upcoming events include a July showcase for art camps, the packed August 5x5 fundraiser, and the expanded "Mimosas Off Main" event at a new venue. They've hired a development director and continue to promote ArtsOK events, such as Tuesdays in the Park and Chalk It Up, with invitations forthcoming for their donor event, Martinis on Main.

D. 25-773 Presentation regarding requested lane closure at the intersection of South Elm Place and West Houston Street by AWP Safety

Charlie Bright, Director of Engineering and Construction, presented Item 25-773. He informed the council that no action was required but provided an update on upcoming arterial lane closures. On Elm Place, the city will conduct a one- or two-day closure to access maintenance holes and confirm the depth of fiber optic lines, thereby avoiding damage during future work. On Aspen Street, near the railroad tracks, a private entity plans to dig up the pavement to locate an old city water line suspected to be in the way. Both closures aim to occur outside rush hours, with traffic remaining open in both directions but possibly reduced to one lane temporarily.

E. 25-270 Update on the 2026 General Obligation Bond Package.

City Manager Michael Spurgeon announced that on June 18th, the Council will begin reviewing all proposed projects for the upcoming bond package. This includes presentations from organizations requesting funding—such as Arts 302, the Senior Center, various sports groups, and others—as well as input gathered from surveys, the school district, the Chamber, citizens, homeowners' associations (HOAs), and community partners. He expressed enthusiasm about the opportunity to present this comprehensive overview to the Council.

9. 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)

William Kok expressed concern about a gate installed at the back entrance of Indian Springs, intended to prevent sports complex traffic from cutting through the neighborhood. He argued that the gate compromises resident safety and emergency response times, citing incidents where fire trucks had to cut the lock. He emphasized that residents did not cause the traffic issue and should not bear the consequences, suggesting instead that enforcement or monitoring be implemented to manage sports complex traffic without restricting residents' access. He questioned the gate's actual impact based on traffic data and urged reconsideration of its use.

Allison Turpen, a Broken Arrow resident, voiced concern about the proposed aluminum plant in Inola, noting that East Broken Arrow lies within a 10-mile radius of the site. She raised questions about potential impacts on health, pollution, and energy costs, especially given the lack of similar facilities built in the past 50 years. She asked whether the Council plans to evaluate or address the issue moving forward.

10. General Council Business

A. 25-626 Consideration, discussion, and possible approval of PT-001984-2025|PR- 000157-2023, Conditional Final Plat, Spring Creek Crossing, approximately 36.99 acres, 132 Lots, RS-4(Single-Family Residential)/PUD-001360-2024 (Planned Unit Development), located north of Tucson Street (121st Street) and approximately one-quarter mile west of 9th Street (Lynn Lane Road/177th Avenue)

Rocky Henkel, Director of Community Development, presented Item 25-626, the conditional final plat for Spring Creek Crossing, which includes 132 lots on nearly 37 acres and has been

rezoned from agricultural to single-family residential under a PUD. After initial review and Planning Commission approval in February, the item was tabled by the City Council in April to address concerns from residents about stormwater runoff and erosion. Following a May meeting with adjacent property owners, two separate issues were clarified: one involving construction-related dirty runoff and the other a platting matter. The developer has taken corrective action, including sodding the slope along the eastern boundary to reduce runoff. Staff confirmed compliance with stormwater management requirements and now recommends approval. Plans for the required traffic signal at the intersection were also included.

Megan Pasco of Tanner Consulting, representing the developer of Spring Creek Crossing, reported that since the previous meeting, the developer, contractor, and property owner have maintained ongoing communication with both city staff and neighboring residents to address construction-related concerns. They have implemented additional erosion control measures, including silt fencing, rock check dams, and sodding the eastern slopes. The property owner has been actively monitoring the site after each rainfall and responding to feedback. Ms. Pasco noted that further erosion control efforts are planned as the project progresses and offered to answer any questions the Council may have.

Gary Benuzzi, a longtime Broken Arrow resident living in South Fork Estates, spoke in opposition to the current state of the Spring Creek Crossing development. He described how the removal of the greenbelt behind his home has drastically worsened drainage conditions, leading to significant muddy water runoff into his backyard. This runoff has damaged landscaping-covered walkways and created a persistent flooding issue that extends to neighboring properties and the street. Although the developer has offered to clean up, Mr. Benuzzi emphasized that the problem persists with each rainfall and threatens features such as his koi pond. He urged for a permanent solution to stop the ongoing erosion and water intrusion.

Brad Farnsworth, a Broken Arrow resident, expressed support for neighbors affected by flooding from the Spring Creek Crossing development and raised two key concerns. First, he reported that just before the council meeting, he and a neighbor stopped a bulldozer from clearing mature trees near a retention pond—trees that were supposed to remain unless utilities necessitated removal. Mr. Farnsworth questioned why a 30-foot swath was being cleared merely to install silt fencing and emphasized the irreversible loss of trees that had already been removed. Second, he asked why the sewer line was being routed near existing homes rather than through the new development area where trees have already been cleared. Though he did not directly impact himself, he spoke on behalf of his neighbors and requested clarification and corrective action.

Mr. Farnsworth, council members, city staff, and representatives from the developer and Tanner Consulting discussed concerns raised by residents regarding the unexpected removal of trees and the placement of a sewer line near the 50-foot buffer zone on the west side of the Spring Creek Crossing development. Residents cited an agreement in the PUD that required the preservation of mature trees within the buffer unless removal was necessary for utilities or drainage. Brad Farnsworth reported that trees had been bulldozed not for sewer installation but for silt fence placement, which contradicted that understanding. Megan Pasco clarified that the sanitary sewer only runs along a short section at the southwest corner, adjacent to Reserve A and three specific lots, and then shifts east, away from the buffer. She confirmed that tree removal is allowed under the PUD only when required for drainage or utility access. A site meeting was scheduled for the following morning to review the affected area, determine if removal violated the buffer agreement, and address residents' concerns. Council members expressed frustration with the situation, especially the loss of mature trees and repeated issues during the development process, emphasizing the need to prioritize existing residents' concerns and better protect the neighborhood's integrity.

Dustin Fletcher, a resident, shared an updated video documenting ongoing flooding and sediment runoff from the Spring Creek Crossing development into his South Fork neighborhood property. He described persistent drainage problems, including muddy driveways, ponding in his backyard, a flooding patio, and water intrusion into a storage building—issues he says have continued despite the developer's erosion control efforts. Fletcher expressed appreciation to city officials who have visited the site and attempted to address concerns but condemned the developer for showing no direct engagement or accountability. He urged the Council and City Manager to prevent this developer from undertaking future projects in Broken Arrow, stating the development has been harmful and mismanaged, and called for immediate resolution.

Jason Langley, a resident, voiced ongoing frustration over drainage problems from the Spring Creek Crossing development impacting his and his neighbors' properties. He acknowledged that the developer had installed sod and rock along the slope as previously agreed. Still, he emphasized that these measures had not resolved the runoff issues, as water continued to flood his driveway, damage his retaining wall, and cause mold and flooding inside his garage. He

argued that his driveway should not function as a drainage ditch, regardless of rain intensity, and urged the Council to delay final plat approval until a real solution is in place. Mr. Langley also raised a procedural concern, pointing out a discrepancy between the original PUD, approved with 132 lots and three detention ponds, and the current plat, which shows houses replacing one of those ponds in the very area, causing the most severe drainage issues. He requested clarification on who authorized that change and called for the restoration of the removed detention pond to mitigate further damage.

Kenneth Schwab, Assistant City Manager of Operations, offered a detailed explanation addressing residents' concerns about drainage, erosion, and changes to the Spring Creek Crossing development. The preliminary plat from 2024 showed a detention pond near properties affected by runoff; however, engineering studies later determined that placing a pond there would increase the duration and volume of water flowing into neighboring yards. To prevent prolonged runoff through the Vanussis' and other South Fork residents' properties, the developer moved the detention pond north and redirected a majority of drainage through a storm sewer system that will eventually route water away from those properties.

Mr. Schwab acknowledged that, although the area naturally drained in that direction long before development, construction activities have intensified both water flow and sediment issues. Although final construction is not yet complete, city engineers have confirmed that when finished, the system will reduce runoff from 5 acres to 2.16 acres. In response to continued flooding and property damage, the city proposed a long-term solution: installing a public storm sewer system within the Spring Creek greenbelt to collect runoff and pipe it through private properties into an existing city inlet—made possible by a 2018 voter-approved bond allowing public funds on private land when there's a public benefit. However, implementation is paused due to potential litigation, as modifying existing site conditions could complicate legal proceedings.

Regarding the PUD, Mr. Schwab clarified that PUDs establish zoning and high-level development criteria (such as buffers and amenities). Still, specific engineering details—including the final placement of detention ponds—are determined later. Though the PUD map was conceptual, it complied with city ordinances. He concluded that the developer must still address sediment runoff and restore affected private properties; however, long-term drainage infrastructure improvements could follow, pending a resolution of the legal issues.

Mr. Langley expressed appreciation for the City's efforts to find a solution to the drainage issues caused by the Spring Creek Crossing development. Still, he questioned the use of taxpayer-funded GO Bond money to fix a problem created by the developer. They argued that the developer should bear the financial responsibility. The proposed solution—installing a public drainage system—would require a new easement between neighboring driveways, further reducing the remaining 24-foot buffer, which has been significantly reduced due to grading changes. The resident noted that the site has already been sodded and grading finalized, yet runoff issues persist, making it unclear how further reduction in water flow is expected to occur. They emphasized their concern has always been with the volume and impact of water—not sediment—and concluded by thanking the Council for listening.

Mr. Schwab acknowledged that while the developer has met the city's drainage criteria mathematically—validated through two methods—significant runoff issues remain in practice. He explained that the proposed public drainage solution would be limited to the greenbelt area and not encroach on private yards, aiming to collect and redirect water more effectively. Mayor Debra Wimpee raised the valid concern that taxpayers shouldn't have to fund a fix for a problem caused by a developer. Mr. Schwab agreed and clarified that the city plans to meet with the developer to determine the extent of financial responsibility the developer will assume in addressing the issue.

Natalie Langley, a resident, challenged the claim that recent heavy rains are abnormal, citing Oklahoma Mesonet data showing that this year's rainfall is only slightly above average and consistent with past years. She emphasized that the flooding issues began in February and have worsened steadily—not due to exceptional rainfall but due to the development's impact. She explained that the area behind South Fork lost its topsoil during construction, leaving only clay beneath the new sod, which cannot absorb water effectively, causing persistent pooling. Ms. Langley argued that simply laying sod is not a viable long-term fix, as it will take years for the soil to regain proper absorption capacity. She also disputed the idea that South Fork's drainage was inadequate before development, noting that it had managed runoff effectively until grading altered the terrain and turned it into a channel. She concluded by suggesting that runoff should be redirected into the new detention pond near the Creek Turnpike—where no homes are located—instead of flowing into residential properties and questioned why that option had not been pursued.

Mr. Schwab acknowledged Ms. Langley's point that runoff issues are not solely tied to

unusually high rainfall and confirmed that April and May 2025 marked the highest recorded rainfall period in Oklahoma history, with the Tulsa area receiving about 20 inches in 60 days. While he agreed this has been a heavy rain season, he emphasized that the genuine concern is managing the total water volume, not just the frequency. He also affirmed that redirecting runoff to the detention pond near the Creek Turnpike is a viable option that could be evaluated further when the Drainage Advisory Committee item moves forward and an engineer is hired. Additionally, he agreed with Ms. Langley's observation that clay beneath newly laid sod lacks the absorption capacity of topsoil, reinforcing that simply sodding the slope is not an immediate or sufficient fix.

Ms. Langley clarified that the flooding issues began in February, not during the record-setting rains of April and May. She pointed out that February saw only 0.68 inches of rain, yet that minimal amount was enough to cause significant runoff and flooding—demonstrating that the problem lies in the development's impact on drainage, not just the volume of rainfall. She reiterated that the issues have persisted and worsened since then, independent of extreme weather events.

Megan Pasco, representing both Tanner Consulting and the developer, stated that if the Council is not comfortable moving forward, she formally requests the item be tabled. She clarified Tanner's role as the engineering firm responsible for design—not construction—and emphasized that they do not operate machinery or manage on-site activities. Ms. Pasco stressed that this project has been a daily focus for her and Tanner Consulting over the past six weeks, underscoring their commitment to addressing community concerns. She assured the Council that the developer and contractor have met multiple times with neighbors to resolve issues, including cleanup efforts for the Benuzzi property, which is still ongoing. Regarding the recent tree removal incident raised by Mr. Farnsworth, she explained it was a new development and committed to assessing the situation during a scheduled site visit the following morning.

Ms. Pasco reiterated Tanner Consulting's ongoing commitment to addressing the issues at the Spring Creek Crossing development, clarifying that while Tanner is the engineer of record, it is not responsible for construction activities, such as tree removal. She emphasized the firm's diligence in marking boundaries and communicating with contractors and expressed willingness to follow up on Mr. Farnsworth's concerns during a scheduled site visit. Ms. Pasco also acknowledged the complexity of drainage engineering and affirmed confidence in the work by both Tanner and city staff.

However, the Mayor and Council members voiced intense frustration over the absence of the builder—the individual ultimately responsible for the development's performance. While they appreciated Ms. Pasco's professionalism and clarity, they insisted the builder must appear before the Council and residents to address the ongoing problems directly. The Mayor stated the item will not return to the agenda until the builder is present to be held accountable and respond to the community's concerns. Ms. Pasco acknowledged and accepted the directive, agreeing to relay the message.

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

Move to Table Item 25-626 approval of PT-001984-2025|PR- 000157-2023, Conditional Final Plat, Spring Creek Crossing, approximately 36.99 acres, 132 Lots, RS-4(Single-Family Residential)/PUD-001360-2024 (Planned Unit Development), located north of Tucson Street (121st Street) and approximately one-quarter mile west of 9th Street (Lynn Lane Road/177th Avenue)

The motion carried by the following vote:

Aye: 4

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- B. 25-753 Consideration, discussion, and possible approval of 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)**

Rocky Henkel, Director of Community Development, presented Item 25-753, Comp Plan amendment 2093-2025, a request to change the land use designation for approximately 11.72 unplatted acres from a mix of Level 2 (urban residential) and Level 3 (transition) to Level 3 and Level 6 (regional employment/commercial and Greenway floodplain). The site lies south of Tucson and west of Elm Place. While part of the property was previously approved for multifamily zoning under PUD 340 and BAZ 2113 in 2022, no plat was filed. If this new plan is approved and followed by a rezoning and PUD, the previous approvals will be nullified.

The applicant aims to develop three distinct uses: RM (multifamily residential) on the west, IL (light industrial) in the center, and CH (commercial heavy) on the east, divided by a floodplain area. A draft PUD has been submitted outlining the general development concept. The Planning Commission approved the amendment 4-0 on May 22, 2025, based on staff recommendations,

which included the requirement that a Planned Unit Development (PUD) consistent with the context be approved and that the property be platted. One resident submitted a letter of opposition, citing concerns about the reduced green space and the project's location on the south side of Tucson. Staff recommends approval under the stated conditions, and the applicant or their representative is available to answer questions.

Only one letter of opposition was received, which cited concerns about reduced green space and questioned why the development wasn't located north of Tucson Street. Mr. Henkel clarified that the applicant does not own property on the north side. In response to a question about the proposed number of multifamily units, it was stated that the current plan includes 68 units. However, that number may change during the rezoning, platting, and engineering phases.

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

Move to Approve Item 25-753 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

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

C. 25-754 Consideration, discussion, and possible approval of 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)

Rocky Henkel, Director of Community Development, presented Item 25-754, PUD 2040-2025, and BAZ 2088-2025, involving approximately 17 unplatted acres located on South Kenosha Street, half a mile east of Oneta Road. The proposal supports a mixed-use "town center"-style development, with Commercial General (CG) zoning along Kenosha for typical commercial uses and Commercial Mixed-Use (CM) zoning in the interior, allowing a blend of residential and commercial uses while protecting adjacent residential areas to the south.

The PUD includes design standards for single-family attached, live-work, and multifamily units, which require townhouse-style construction consistent with the standards of the Downtown Residential Overlay District. Parking requirements are reduced by 50% due to the mixed-use nature and shared parking opportunities, including overflow parking from the neighboring Forest Ridge Golf Club. Final access and circulation designs will be defined during the platting process, with Kenosha Street serving as the primary access point.

The Planning Commission approved item 4-0 on May 22, 2025, with staff recommendations and an added condition addressing short-term rentals. The PUD now includes language waiving the 300-foot distance requirement for short-term rental licenses within the development without affecting properties outside the PUD.

Concerns were raised regarding tree removal, traffic, stormwater management, and noise. The property owner committed to preserving or replacing trees near neighboring subdivisions, requiring a traffic signal for the project to proceed, and widening Kenosha Street to five lanes. Additionally, a previously proposed but since removed tunnel under Kenosha was proposed for recreational traffic. Noise concerns will be addressed with landscaping and buffers. One resident opposed the project, citing concerns about flooding in Covington Estates. Staff recommended approval, and the Mayor invited the property owner to present further details.

Davis Robson, Vice President of Development for the Robson Company, presented the concept behind the proposed Planned Unit Development (PUD), emphasizing its division into three key zones. The first zone along Kenosha Street is intended as a commercial gateway, ideal for high-visibility tenants such as quick-service restaurants, with flexibility for office, retail, or dining and opportunities for tenant ownership. The second zone is the mixed-use core, designed to serve as the project's central hub for shopping, dining, events, and community gatherings, all centered around a central green space. The third zone, situated along the southern boundary, is a residential corridor that serves as a buffer to existing neighborhoods while providing convenient access to amenities.

Mr. Robson noted that the current approval phase pertains only to allowed uses, but concept exhibits were included to illustrate the intended vision. He shared visuals showing the development's scale, the center green space, and examples of live-work units—two- to two-and-a-half-story buildings that combine commercial and residential use. Robson concluded by introducing Katy O'Meilia from TSW to discuss zoning and PUD specifics.

Katy O'Meilia of TSW elaborated on the zoning and planning aspects of the proposed PUD, reaffirming that the request includes Community mixed-use and General Commercial zoning.

She outlined the development's structure: Area B as the commercial gateway with restaurant pad sites—designed to be pedestrian-friendly by requiring rear-located drive-thrus; Area A as the mixed-use core with buildings fronting sidewalks and parking located behind, emulating a traditional main street layout; and Area C as the residential buffer, offering a gradual transition from commercial to nearby existing homes.

Ms. O'Meilia emphasized the PUD's focus on walkability, safety, and aesthetics, highlighting the extensive inclusion of green space. This includes a central community green, heavily landscaped streets with tree-lined corridors and an additional communal garden area in the townhome section. She noted that these elements exceed standard development requirements, enhancing the project's livability and visual appeal. She concluded by inviting Preston Bartley to speak on utilities and infrastructure.

Preston Bartley, the project's civil engineer, provided an overview of the development's infrastructure and drainage strategy. He explained that three access points and private streets—built to public standards—will serve the site, with sidewalks connecting internally and to nearby trails. Utilities are already in place or accessible: water is available along Kenosha, an existing sewer line is located at the rear, and a public storm drain system is in place to which the site's detention will discharge, ensuring that runoff does not affect neighboring properties.

He highlighted that the southwest detention area will serve a dual role, both as green space and a dry basin to manage stormwater. Another open space in the eastern section will serve as a fire lane, designed in consultation with the fire department. Mr. Bartley also addressed PUD deviations from standard zoning requirements, such as reduced lot widths and setbacks, especially for the narrow, single-family attached townhomes, which will be subdivided along shared walls. He then passed the presentation to Kevin Maevers to conclude with details on public outreach efforts.

Kevin Maevers, Director of Development Services, summarized the development team's public outreach efforts and addressed concerns from residents and the Planning Commission. He explained that multiple meetings were held with over a hundred attendees, many of whom expressed enthusiasm for the project and its potential to bring needed commercial and community space to east Broken Arrow.

In response to concerns, he assured the Council that all future tenants, including national brands, would be required to follow the project's architectural guidelines to maintain a cohesive and visually appealing environment. He addressed parking concerns by confirming that while the development seeks a reduced parking requirement due to its mixed-use nature, there will still be ample parking on-site, supported by additional off-site spaces through an agreement with a neighboring golf course. A driveway connection and valet service will further improve accessibility.

He explained that the reduced parking model is based on the varied peak hours of different businesses, allowing for shared use of spaces throughout the day. Despite the formal reduction request, the project already exceeds the needed parking in some areas.

Mr. Maevers concluded by expressing confidence in the planning and design behind the development. They requested Council support for zoning and PUD approval to move the project forward, emphasizing the team's readiness to address any additional questions or concerns that may arise.

The Mayor expressed overall enthusiasm for the proposed development, with particular excitement from one who lives nearby and sees the project as a significant benefit to the east side of the city. While acknowledging that not everyone in the area may be thrilled about losing the rural quietness, she noted the value of additional restaurants, green spaces, and entertainment options.

There was concern about how the project abuts the Covington Estates neighborhood, particularly regarding stormwater runoff. The developer assured the Council that hydrology studies will be done carefully to prevent negative drainage impacts on adjacent properties.

Questions were also raised about the waiver request for the city's short-term rental spacing requirement. The developer clarified that the waiver would apply only within the project boundaries and would not affect surrounding neighborhoods, such as Covington. The purpose is to allow for controlled short-term rentals, potentially for visiting tournament guests or similar uses, with retained ownership and oversight by the developer to ensure the properties remain well-maintained and issues such as noise are managed. The council cautioned that plans should be clearly communicated and labeled for transparency.

Parking was another topic of discussion, particularly regarding how much of it would rely on

the adjacent golf club's lot. The developer clarified that, within the proposed boundaries, the site currently meets approximately 83% of the standard parking requirements, with flexibility built in to further reduce the criteria, depending on the tenant mix and peak-use patterns. Council members acknowledged the logic behind the reduction, noting that shared parking among tenants with different business hours could work well, especially in a walkable, mixed-use development.

City staff and council members commended the development team for their planning and community outreach. They also emphasized their trust in the developer's experience and commitment to the city, expressing optimism about moving forward to the following stages and recognizing the project's long-anticipated potential for the area.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 25-754, 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

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- D. 25-785** Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1665, a Resolution of the City of Broken Arrow, Oklahoma (the "City") approving action taken by the Broken Arrow Municipal Authority (the "Authority") authorizing issuance, sale and delivery of the Authority's Series 2025A Promissory Note to Oklahoma Water Resources Board; ratifying and confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; and containing other provisions related thereto

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel
Move to Approve Item 25-785 authorization to execute Resolution No. 1665, a Resolution of the City of Broken Arrow, Oklahoma (the "City") approving action taken by the Broken Arrow Municipal Authority (the "Authority") authorizing issuance, sale and delivery of the Authority's Series 2025A Promissory Note to Oklahoma Water Resources Board; ratifying and confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; and containing other provisions related thereto

The motion carried by the following vote:

Aye: 4

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- E. 25-786** Consideration, discussion, and possible approval of and authorization to execute 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, Taxable 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

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-786, authorization to execute 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, Taxable 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

The motion carried by the following vote:

Aye: 4

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- F. 25-778 **Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1662, a Resolution authorizing execution of and accepting a purchase and sales agreement of Real Estate in connection with an economic development agreement; and approval and authorization to execute the purchase and sale agreement and an Economic Development Agreement between CSI Aerospace, City of Broken Arrow and Broken Arrow Economic Development Authority**

Jennifer Rush, Economic Development Director, presented Item 25-778, a resolution (1662) related to a real estate purchase and sales agreement as part of a broader initiative tied to Arrow Forge and the city's Innovation District. She noted that her portion of the agenda was limited to this resolution and emphasized that the larger economic development effort has involved multiple contributors over the years. The initiative is expected to support job growth and retail expansion in South Broken Arrow. She then deferred to Amber Miller of the Broken Arrow Economic Development Corporation to present the full details of the economic development agreement.

Amber Miller, Vice President of Economic Development for the Broken Arrow Economic Development Corporation, presented "Project Flight," an expansion initiative by CSI Aerospace, a long-standing local employer. CSI plans to relocate and grow into a 40,000-square-foot advanced manufacturing facility on 10 acres within the planned AeroForge Innovation District. This project will anchor the district and is positioned as a catalyst for the growth of aerospace and advanced manufacturing in South Broken Arrow.

CSI is committing over \$6.1 million in capital investment across five years, including \$5.5 million for construction and \$600,000 in new equipment. The company will retain 108 full-time jobs and create around 50 new high-wage positions averaging \$50,000 annually. To support this expansion, the city is proposing performance-based incentives, including a 10-acre land grant, a tiered job-creation incentive of up to \$500,000, and capital investment reimbursements, which may include up to \$28,316 in permitting fees, as well as expedited permitting.

Ms. Miller emphasized that the project is a key step in launching AeroForge as a regional hub for innovation and employment, with significant returns expected for the community and economy. She concluded by requesting formal approval of the real estate and economic development agreements.

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

Move to Approve Item 25-788, authorization to execute Resolution No. 1662, a Resolution authorizing execution of and accepting a purchase and sales agreement of Real Estate in connection with an economic development agreement; and approval and authorization to execute the purchase and sale agreement and an Economic Development Agreement between CSI Aerospace, City of Broken Arrow and Broken Arrow Economic Development Authority

The motion carried by the following vote:

Aye: 4

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

11. Preview Ordinances

- A. 25-775 **Consideration, discussion, and possible preview of an ordinance 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.**

City Attorney Trevor Dennis explained a proposed ordinance change that would permit helicopter operations in Broken Arrow under a new special-use permit for commercial air tours. Currently, helicopters can only operate from permitted heliports, temporary City Council-authorized sites, during emergencies, or for nonrecurring events. The amendment, prompted by a request from pilot Bryce Doyle of CFI Tulsa Aviation Hub and directed by the City Manager, creates a permit process limited to Broken Arrow property owners. It requires a 300-foot buffer from neighboring properties, restricts operations to between 10 a.m. and 6 p.m., and mandates on-site posting and notifications to nearby property owners. Each permit would be valid for one day, with a maximum of six issued per six-month period. Approval authority is delegated to the city clerk or their designee, thereby eliminating the need for Council hearings on each application.

Following the City Attorney's explanation of the new ordinance allowing limited helicopter use through a special use permit, Mr. Doyle, a pilot with CFI Tulsa, addressed the Council to answer questions but added that the attorney had fully covered the topic. Council members discussed how the ordinance would help streamline community-focused events such as egg drops, which currently require inefficient trips back to Tulsa for resupply due to landing restrictions. Support was expressed for making such events easier by enabling temporary, city-permitted landings.

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

Move to set for adoption of an ordinance 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: 4

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

12. Ordinances

- A. 25-758 **Consideration, discussion, and possible adoption of Ordinance No. 3848, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-001788-2024, along with PUD-001787-2024 generally located one-half mile north of East Houston Street (81st Street) and one-quarter mile east of 9th street (177th East Avenue/ Lynn Lane Road), granting RM (Residential Multifamily) zoning classification upon the tract along with PUD-001787-2024, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

Rocky Henkel, Director of Community Development, presented Item 25-758, which the City Council had previously approved on January 7, 2025, for rezoning case BAZ 1788-2024 and PUD 1787-2024 for a 12.32-acre property from agricultural to residential multifamily use. The ordinance and emergency clause were adopted on January 21. However, due to a publication failure by the Tulsa World, the ordinance was not published as required by state law. Staff is now requesting that the Council re-approve ordinance 3848 and its emergency clause to ensure proper legal recording. Documentation from the Tulsa World is included in the packet.

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

Move to Approve Item 25-758 adoption of Ordinance No. 3848, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-001788-2024, along with PUD-001787-2024 generally located one-half mile north of East Houston Street (81st Street) and one-quarter mile east of 9th street (177th East Avenue/ Lynn Lane Road), granting RM (Residential Multifamily) zoning classification upon the tract along with PUD-001787-2024, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

Aye: 4

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- B. 25-759 **Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3848; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

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

Move to Approve Item 25-759, an emergency clause for Ordinance No. 3848; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Aye: 4

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

13. Remarks and Inquiries by Governing Body Members

Mayor Debra Wimpee shared several upcoming community events. Concerts in the Park begin tomorrow—weather permitting—and will be held on Tuesdays throughout June, prompting the Council meeting to shift to Mondays so members can attend. She highlighted Flag Day on June 14, hosted by the Military History Center, encouraging more public participation. A Ward 1 meet-and-greet is scheduled for Wednesday from 6:00 to 8:00 p.m. at the Broken Arrow Public Schools Event Center, offering residents the opportunity to visit the facility. The community block party is planned for June 27-28. She also briefly acknowledged an upcoming luau and asked if anyone else had any announcements or wanted to share about their recent trip.

Council Member Lisa Ford shared that she and Mayor Wimpee had just returned from the Women in Municipal Government Conference in San Antonio, which approximately 60 elected

officials attended. She announced that the conference will be held in Broken Arrow next year as she will serve as the national president, a role that allows the host city to be the president's hometown. Planning for the event is already underway.

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

City Manager Michael Spurgeon noted that Councilman Green was unable to attend the meeting due to a work obligation but had conveyed his regrets. He thanked CSI Aerospace for their continued investment in Broken Arrow and their role as the first tenant in the Innovation District. He also praised Amber Miller and the Economic Development Corporation for their exceptional work in driving the project forward, highlighting her dedication and key role in making the initiative possible.

At approximately 9:13 p.m. Mayor Wimpee noted there was an Executive Session and called for a recess for BAMA and BAEDA.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move for a recess for BAMA and BAEDA

The motion carried by the following vote:

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

At approximately 9:47 p.m., the room was cleared for Executive Session.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to clear the room for Executive Session

The motion carried by the following vote:

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

At approximately 9:52 p.m. City Council entered into Executive Session.

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

1. A pending litigation known as Heather Fox v. City of Broken Arrow, Tulsa County District Court, Case No. CJ-24-3934, and taking appropriate action in open Session, if any, under 25 O.S. §307(B)(4);

No action taken.

2. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Briar Todd, Tort Claim No. TRT 1652.2025, 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 James Michael Ritz, Tort Claim No. TRT 1656.2025, and taking appropriate action in open Session, if any, under 25 O.S. §307(B)(4);

4. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Pricilla Carrick, Tort Claim No. TRT 1660.2025, and taking appropriate action in open Session, if any, under 25 O.S. §307(B)(4);

5. A pending litigation is known as Richard McMahon v. City of Broken Arrow, U.S. District Court for the Northern District of Oklahoma, Case No. 25-CV-207-JFJ, and taking appropriate action in open Session, if any, under 25 O.S. §307(B)(4);

MOTION: A motion was made by Johnnie Parks, seconded by Debra Wimpee
Move to find the Executive Session necessary to process the pending Tort claims and litigation included in Items 1 through 5 on the Agenda.

The motion carried by the following vote:

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

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel
Move to deny the Tort claim of James Michael Ritz, Pricilla Carrick, and Briar Todd

The motion carried by the following vote:

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

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel
Move to authorize the City Attorney to defend the city in the matter of Richard McMahon v. City of Broken Arrow

The motion carried by the following vote:

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

16. Adjournment

The meeting adjourned at 10:18 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: 4 David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

Mayor

City Clerk



City of Broken Arrow

Request for Action

File #: 25-858, Version: 1

**Broken Arrow City Council
Meeting Date: 06/16/2025**

Title:

Approval of the Payroll and Benefit Calendar for Fiscal Year 26

Background:

The Payroll and Benefit Calendar for FY 26 is attached for the Council's consideration and approval. This calendar establishes the pay periods and pay dates for all regular and supplemental payrolls as required by the Code of Ordinances, personnel rules and regulations and labor agreements. Approval of the calendar also provides advance authorization for the Finance Department to pay each employee as provided in the rules and regulations and to promptly submit contributions and payments of employer paid benefits and payroll taxes that are calculated as a percentage of payroll to the appropriate entity. Funding for payroll and employer paid benefits has been appropriated in the General Fund, Broken Arrow Municipal Authority Fund, Public Safety Sales Tax Police Fund, and Public Safety Sales Tax Fire Fund..

The employer paid benefits that are based upon a percentage of payroll and will be authorized by approval of this calendar include:

- The Oklahoma Municipal Retirement Fund 10% of gross payroll;
- The Oklahoma Firefighters Pension and Retirement Fund 14% of pensionable salary;
- The Oklahoma Police Pension and Retirement Fund 14% of pensionable salary;
- Long-term Disability benefits presently provided through UNUM 0.55% of gross payroll;
- Social Security payroll taxes 6.2% of gross payroll; and,
- Medicare payroll taxes 1.45% of gross payroll.

Cost: \$112,115,804

Funding Source: Various funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: FY 26 Bi-Weekly Pay Schedule and Supplemental Payroll Schedule

Recommendation:

Approve the Payroll and Benefit Calendar for FY 26

FY 2025-2026 Bi-Weekly Pay Schedule

The regular non-union employee work period is a seven day period beginning at 12:00 a.m. each Monday and ending at 11:59 p.m. the following Sunday. Unionized employees' work periods are addressed in their labor agreements.

Pay Period	Pay Period Parameters	Time Entry & Approvals Complete	Pay Date	FIRE FLSA
1	June 16, 2025 - June 29, 2025	June 30, 10 a.m.	July 3, 2025	x
2	June 30, 2025 - July 13, 2025	July 14, 12 p.m.	July 18, 2025	
3	July 14, 2025 - July 27, 2025	July 28, 12 p.m.	August 1, 2025	x
4	July 28, 2025 - Aug 10, 2025	Aug 11, 12 p.m.	August 15, 2025	
5*	Aug 11, 2025 - Aug 24, 2025	Aug 25, 12 p.m.	August 29, 2025	x
6	Aug 25, 2025 - Sept 07, 2025	Sept 8, 12 p.m.	September 12, 2025	
7	Sept 08, 2025 - Sept 21, 2025	Sept 22, 12 p.m.	September 26, 2025	x
8	Sept 22, 2025 - Oct 05, 2025	Oct 6, 12 p.m.	October 10, 2025	
9	Oct 06, 2025 - Oct 19, 2025	Oct 20, 12 p.m.	October 24, 2025	x
10	Oct 20, 2025 - Nov 02, 2025	Nov 3, 12 p.m.	November 7, 2025	
11	Nov 03, 2025 - Nov 16, 2025	Nov 17, 12 p.m.	November 21, 2025	x
12	Nov 17, 2025 - Nov 30, 2025	Dec 1, 12 p.m.	December 5, 2025	
13	Dec 01, 2025 - Dec 14, 2025	Dec 15, 12 p.m.	December 19, 2025	x
14	Dec 15, 2025 - Dec 28, 2025	Dec 29, 10 a.m.	January 2, 2026	
15	Dec 29, 2025 - Jan 11, 2026	Jan 12, 12 p.m.	January 16, 2026	x
16*	Jan 12, 2026 - Jan 25, 2026	Jan 26, 12 p.m.	January 30, 2026	
17	Jan 26, 2026 - Feb 8, 2026	Feb 9, 12 p.m.	February 13, 2026	x
18	Feb 9, 2026 - Feb 22, 2026	Feb 23, 12 p.m.	February 27, 2026	
19	Feb 23, 2026 - Mar 8, 2026	Mar 9, 12 p.m.	March 13, 2026	x
20	Mar 9, 2026 - Mar 22, 2026	Mar 23, 12 p.m.	March 27, 2026	
21	Mar 23, 2026 - Apr 5, 2026	Apr 6, 12 p.m.	April 10, 2026	x
22	Apr 6, 2026 - Apr 19, 2026	Apr 20, 12 p.m.	April 24, 2026	
23	Apr 20, 2026 - May 3, 2026	May 4, 12 p.m.	May 8, 2026	x
24	May 4, 2026 - May 17, 2026	May 18, 12 p.m.	May 22, 2026	
25	May 18, 2026 - May 31, 2026	June 1, 12 p.m.	June 5, 2026	x
26	June 1, 2026 - June 14, 2026	June 15, 12 p.m.	June 18, 2026	

*These paychecks will have no deductions other than Federal and State withholding taxes, Social Security taxes, deferred compensation, retirement deductions, uniforms, and court ordered assessments.

**These paychecks have an early time entry & approvals deadline.

FY 2025-2026 Supplemental Payrolls

Supplemental Payroll	Pay Date
Uniforms	July 8, 2025
Attendance Incentive	July 11, 2025
Longevity	November 26, 2025
Tool Allowance	January 9, 2026

Date	Holiday
Friday, July 4, 2025	Independence Day
Monday, September 1, 2025	Labor Day
Tuesday, November 11, 2025	Veterans Day
Thursday, November 27, 2025	Thanksgiving Day
Friday, November 28, 2025	Friday after Thanksgiving
Wednesday, December 24, 2025	Christmas Eve
Thursday, December 25, 2025	Christmas Day
Thursday, January 1, 2026	New Year's Day
Monday, January 19, 2026	Martin Luther King, Jr. Day
Monday, February 16, 2026	Presidents' Day
Friday, April 3, 2026	Good Friday
Monday, May 25, 2026	Memorial Day



City of Broken Arrow

Request for Action

File #: 25-782, **Version:** 1

**Broken Arrow City Council
Meeting of: 06/16/2025**

Title:

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

Background:

The Finance Department has started publishing the monthly financial each month for the following funds: General, BAMA, Police Sales Tax Fund, and Fire Sales Tax Fund.

Attached are the financial statements for the period of April 2025, the net income from the following funds is as follows:

April 2025

Fund	Year to Date	Month to Date
General Fund	\$ 5,655,958	\$71,652
BAMA	\$ 2,955,878	\$926,192
Police Sales Tax	\$ 3,583,103	\$ 501,435
Fire Sales Tax	\$ 2,728,287	\$ 283,711

For more information go to Brokenarrowok.opengov.com

Cost: \$0

Funding Source: N/A

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: April 2025 Financials

Recommendation:

Acknowledgement of submittal of the Financial Statements for General Fund, Broken Arrow Municipal Authority, Police Sales Tax Fund, and Fire Sales Tax Fund for April 2025.

FIRE SALES TAX
4/30/2025



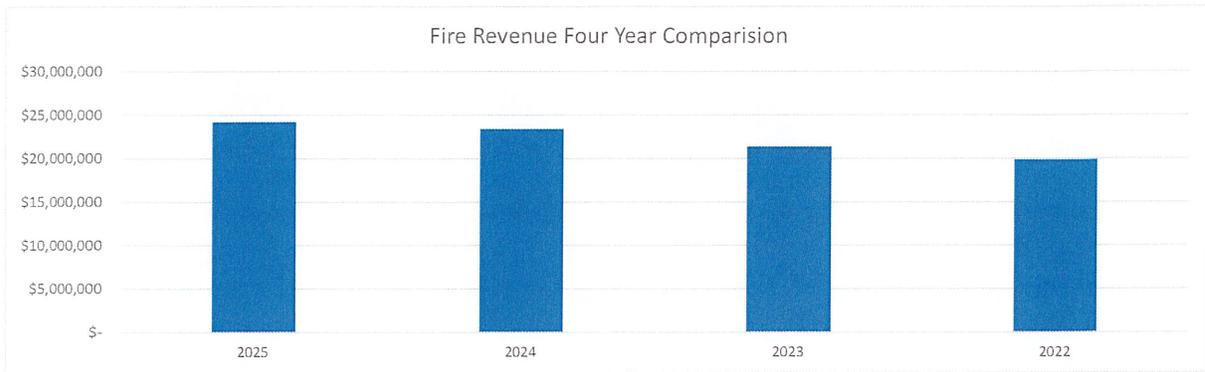
	Total Budget	Collected to Date	Current Month Collection	% of Budget
Sales Tax	\$ 3,067,506.00	\$ 2,337,682.06	\$ 232,633.83	76.21%
Intergov	\$ -	\$ 15,670.55	\$ -	0.00%
Misc Donations	\$ 3,000.00	\$ 11,225.00	\$ -	0.00%
Interest	\$ 75,000.00	\$ 233,372.12	\$ 11,325.32	311.16%
Misc Revenue	\$ 5,000.00	\$ 10,233.54	\$ -	204.67%
Transfer from General	\$ 28,721,181.00	\$ 21,584,190.12	\$ 2,393,431.75	75.15%
Total Revenue	\$ 31,871,687.00	\$ 24,192,373.39	\$ 2,637,390.90	

Summary of Expenses
4/30/2025

EXPENSES (does not include encumbrances)

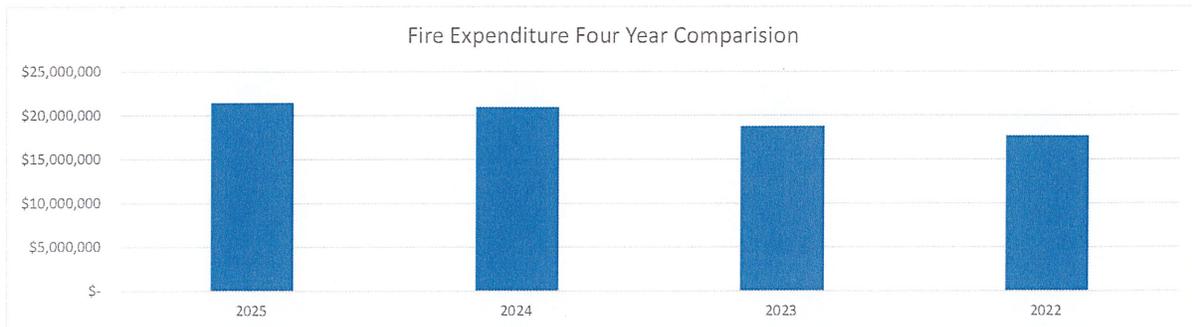
	Total Budget	Expended to Date	Current Month	% of Budget
Fire Division	\$ 17,954,950.00	\$ 11,908,319.33	\$ 1,316,367.54	66.32%
Emergency Medical	\$ 10,620,439.00	\$ 8,085,031.27	\$ 883,507.88	76.13%
Training	\$ 921,399.00	\$ 521,816.32	\$ 48,716.14	56.63%
Fire Prevention	\$ 1,396,056.00	\$ 948,919.12	\$ 105,088.00	67.97%
	\$ 30,892,844.00	\$ 21,464,086.04	\$ 2,353,679.56	
Net Income		\$ 2,728,287.35	\$ 283,711.34	

Has \$283,711.14 in encumbrances



FIRE REVENUE COMPARISON	2025	2024	2023	2022
4/30/2025				
Sales Tax	\$ 2,337,682	\$ 2,259,230	\$ 2,243,650	\$ 2,105,409
Intergov	\$ 15,671	\$ 32,604	\$ 4,580	\$ -
Misc Donations	\$ 11,225	\$ 5,325	\$ 1,500	\$ 4,000
Interest	\$ 233,372	\$ 177,956	\$ 33,456	\$ 962
Misc Revenue	\$ 10,234	\$ 5,644	\$ 2,089	\$ 8,237
Transfer from General	\$ 21,584,190	\$ 20,915,270	\$ 19,064,834	\$ 17,728,692
Total Revenue	\$ 24,192,373	\$ 23,396,030	\$ 21,350,110	\$ 19,847,300

FIRE EXPENDITURE COMPARISON	2025	2024	2023	2022
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4/30/2025

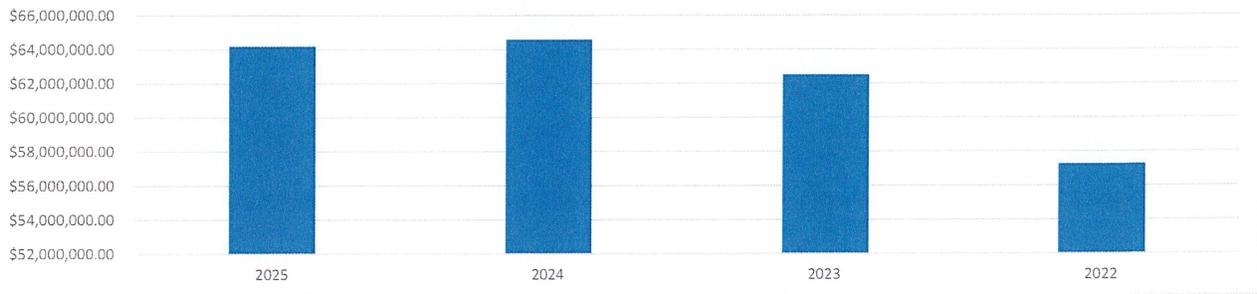
Fire Division	\$ 11,908,319	\$ 12,260,546	\$ 10,793,528	\$ 10,422,196
Emergency Medical	\$ 8,085,031	\$ 7,371,943	\$ 6,812,329	\$ 6,206,481
Training	\$ 521,816	\$ 531,676	\$ 394,826	\$ 413,739
Fire Prevention	\$ 948,919	\$ 794,725	\$ 765,695	\$ 653,100
Total Expenditures	\$ 21,464,086	\$ 20,958,890	\$ 18,766,378	\$ 17,695,517



Revenues	Total Budget	Collected to Date	Current Month Collection	% of Budget
GRANT	\$ -	\$ 152,545.14	\$ -	
SALE OF MATERIAL	\$ 100,000.00	\$ 30,000.00	\$ -	30.00%
ADMIN FEES	\$ 175,000.00	\$ 114,750.00	\$ 11,610.00	65.57%
RET CHECK	\$ 300,000.00	\$ 27,402.12	\$ 4,150.84	9.13%
INT REVE	\$ 13,000.00	\$ 23,149.02	\$ 3,280.57	178.07%
MISC REVENUE	\$ 125,000.00	\$ 120,984.09	\$ 630.00	96.79%
INSURANCE	\$ -	\$ 1,505.25	\$ -	
TRANS GF	\$ 20,665,533.00	\$ 14,054,586.55	\$ 1,747,123.66	68.01%
WATER TAPS	\$ 750,000.00	\$ 421,797.87	\$ 8,107.00	56.24%
WATER SALES	\$ 32,451,810.00	\$ 21,719,062.49	\$ 2,268,923.24	#REF!
WATER MISC FEES	\$ -	\$ 17,215.61	\$ 3,885.28	
TURN ON	\$ 290,000.00	\$ 169,274.45	\$ 18,375.00	58.37%
TRANSFER	\$ -			0.00%
PENALTIES	\$ 1,100,000.00	\$ 656,818.39	\$ 130,985.31	59.71%
SEWER	\$ 18,869,086.00	\$ 13,073,529.82	\$ 1,821,113.44	69.29%
SEWER TAPS	\$ 40,000.00	\$ 26,555.00	\$ 2,632.00	66.39%
PREAPP	\$ 2,000.00	\$ 1,200.00	\$ 400.00	60.00%
REFUSE	\$ 300,000.00	\$ 402,273.42	\$ 47,851.09	134.09%
SANITATION	\$ 10,527,467.00	\$ 6,847,831.16	\$ 942,489.69	65.05%
STORMWATER UTILITY	\$ 9,487,990.00	\$ 6,327,422.86	\$ 843,190.16	66.69%
Total Revenues	\$ 95,196,886.00	\$ 64,187,903.24	\$ 7,854,747.28	

EXPENSES	Total Budget	Expended to Date	Current Month	% of Budget
GIS	\$ 760,139.00	\$ 577,318.57	\$ 57,264.38	75.95%
CITY MANAGER OF OPERATIONS	\$ 431,635.00	\$ 287,327.49	\$ 33,707.33	66.57%
PURCHASING	\$ 661,373.00	\$ 504,890.47	\$ 48,566.38	76.34%
REVENUE FINANCE	\$ 2,167,505.00	\$ 1,092,692.42	\$ 91,464.20	50.41%
GENERAL GOVERNMENT	\$ 1,567,200.00	\$ 1,250,770.68	\$ 175,541.65	79.81%
BAMA OPERATIONS	\$ 890,194.00	\$ 628,768.90	\$ 48,744.65	70.63%
BUILDING MAINTENANCE	\$ 1,236,226.00	\$ 803,394.41	\$ 87,065.31	64.99%
FLEET	\$ 3,122,846.00	\$ 1,933,836.56	\$ 200,717.03	61.93%
SOLID WASTE & RECYCLING	\$ 12,659,157.00	\$ 7,665,806.56	\$ 735,244.07	60.56%
CONSTRUCTION	\$ 1,511,010.00	\$ 838,636.52	\$ 95,644.44	55.50%
ENGINEERING	\$ 2,581,762.00	\$ 1,453,513.47	\$ 177,050.24	56.30%
STORMWATER-ENG	\$ 1,413,583.00	\$ 459,845.64	\$ 47,286.22	32.53%
STORMWATER	\$ 6,254,323.00	\$ 3,770,498.80	\$ 381,443.58	60.29%
WATER DISTRIBUTION	\$ 18,505,993.00	\$ 5,891,234.29	\$ 657,615.46	31.83%
ADMINISTRATION	\$ 540,380.00	\$ 330,709.23	\$ 36,786.65	61.20%
WATER R & C	\$ 2,268,893.00	\$ 1,582,559.70	\$ 110,116.07	69.75%
WATER RESOURCES	\$ 629,194.00	\$ 259,277.89	\$ 25,041.63	41.21%
WATER PLANT	\$ 7,109,689.00	\$ 3,240,444.42	\$ 343,827.32	45.58%
METER READERS	\$ 1,736,073.00	\$ 999,278.45	\$ 129,005.87	57.56%
WASTEWATER TREATMENT	\$ 26,973,406.00	\$ 6,210,233.62	\$ 1,226,846.44	23.02%
SEWER R&C	\$ 31,240,288.00	\$ 6,915,901.82	\$ 422,452.57	22.14%
TRANSFERS	\$ 21,265,533.00	\$ 14,454,586.55	\$ 1,797,123.66	67.97%
	\$ 145,526,402.00	\$ 61,151,526.46	\$ 6,928,555.15	
Debt Service	\$ 13,560,000.00	\$ 3,068,482.54	\$ -	
Total Expensess		\$ 64,220,009.00	\$ 6,928,555.15	
OWRB Draws-received		\$ 2,976,984.15	\$ -	
			\$ -	
Net Income		\$ 2,944,878.39	\$ 926,192.13	

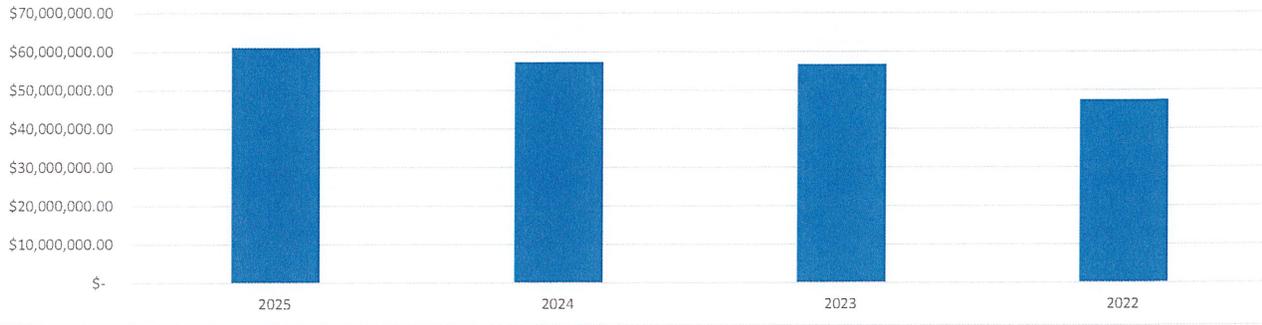
BAMA REVENUES-Four Year Comparision



Revenues

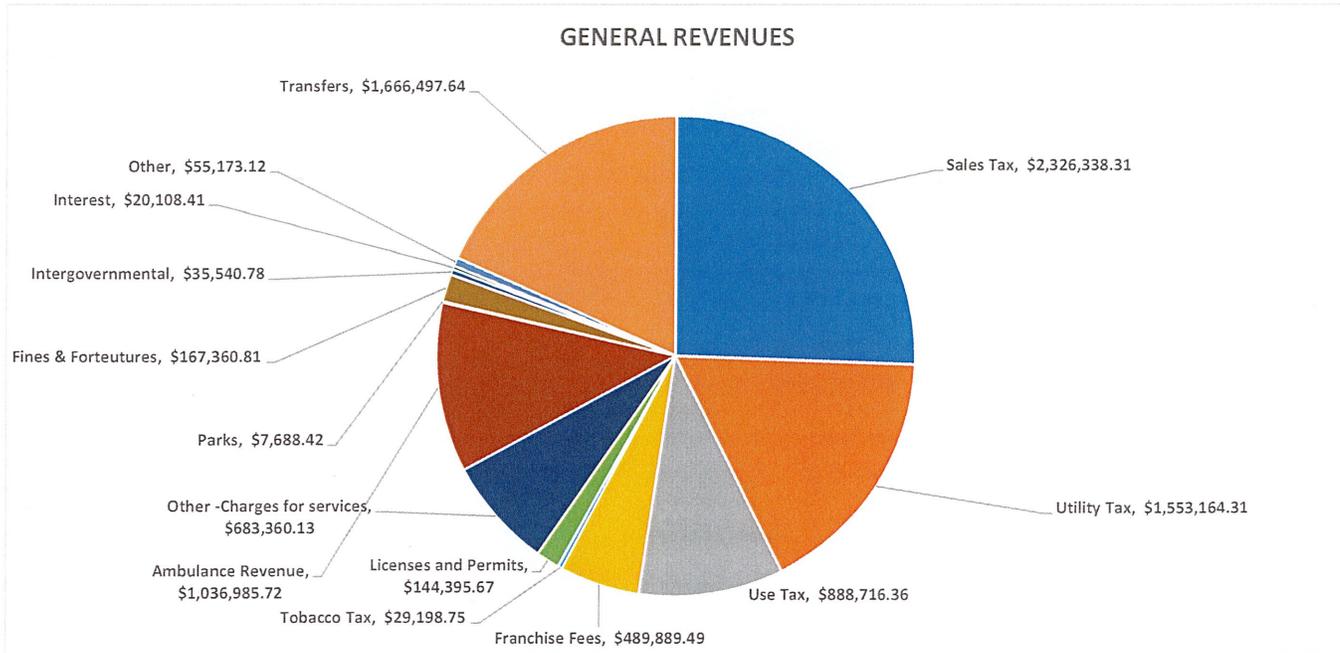
	2025	2024	2023	2022
GRANT	\$ 152,545.14	\$ 81,213.52	\$ 23,559.13	\$ 11,622.71
SALE OF MATERIAL	\$ 30,000.00	\$ -	\$ -	
ADMIN FEES	\$ 114,750.00	\$ 121,265.00	\$ 129,550.00	\$ 139,174.49
RET CHECK	\$ 27,402.12	\$ 22,481.02	\$ 15,131.38	\$ 10,980.00
INT REVE	\$ 23,149.02	\$ 13,648.16	\$ 0.40	\$ 1,409.32
MISC REVENUE	\$ 120,984.09	\$ 62,366.64	\$ 552,462.42	\$ 84,816.78
INSURANCE	\$ 1,505.25	\$ 45,316.11	\$ 750.00	\$ 25,665.91
TRANS GF	\$ 14,054,586.55	\$ 15,079,933.14	\$ 14,968,422.06	\$ 14,042,472.87
WATER TAPS	\$ 421,797.87	\$ 663,245.79	\$ 429,928.00	\$ 484,738.00
WATER SALES	\$ 21,719,062.49	\$ 21,332,331.00	\$ 21,433,174.43	\$ 18,658,625.93
WATER MISC FEES	\$ 17,215.61	\$ 28,084.55	\$ 617.67	\$ 6,690.00
TURN ON	\$ 169,274.45	\$ 233,790.00	\$ 2,466.58	\$ 176,283.96
PENALTIES	\$ 656,818.39	\$ 767,044.63	\$ 650,257.06	\$ 720,209.54
SEWER	\$ 13,073,529.82	\$ 12,981,525.45	\$ 12,471,665.79	\$ 11,897,656.48
SEWER TAPS	\$ 26,555.00	\$ 25,272.00	\$ 12,972.00	\$ 25,570.00
PREAPP	\$ 1,200.00	\$ 2,000.00	\$ 800.00	\$ 2,000.00
REFUSE	\$ 402,273.42	\$ 177,501.65	\$ 85,397.30	\$ 106,786.25
SANITATION	\$ 6,847,831.16	\$ 6,393,363.32	\$ 5,617,480.15	\$ 5,224,828.55
STORMWATER UTILITY	\$ 6,327,422.86	\$ 6,542,584.87	\$ 6,104,052.50	\$ 5,644,510.21
Total Revenues	\$ 64,187,903.24	\$ 64,572,966.85	\$ 62,498,686.87	\$ 57,264,041.00

BAMA EXPENSES-Four Year Comparison

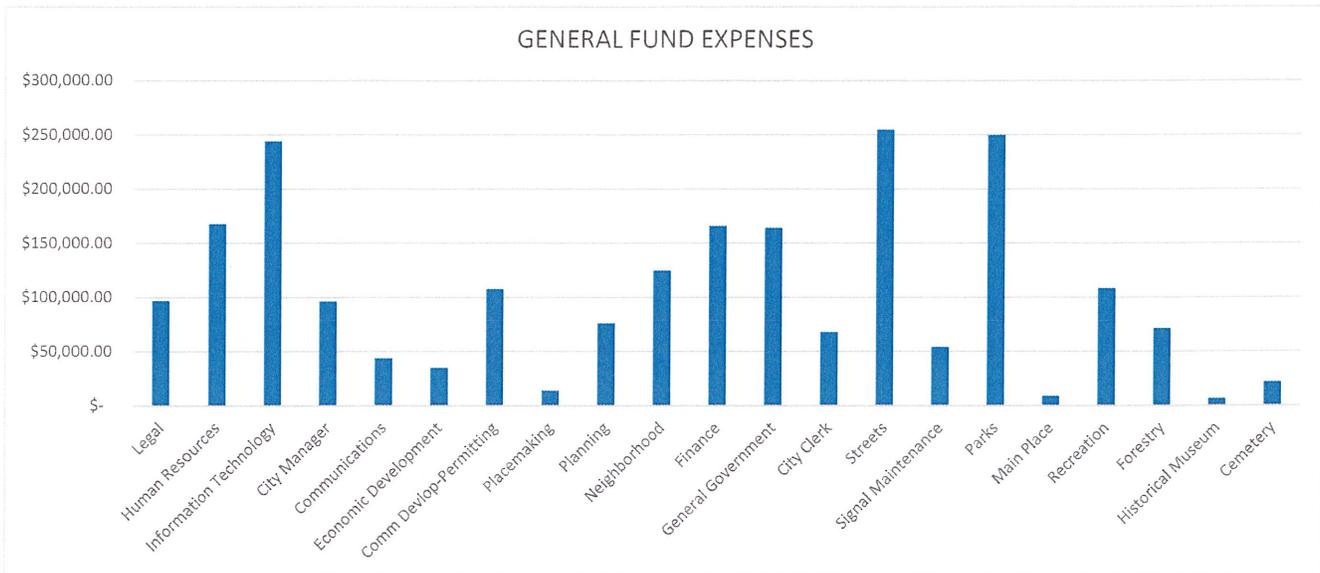


EXPENSES

	2025	2024	2023	2022
GIS	\$ 577,318.57	\$ 612,697.77	\$ 422,338.13	\$ 394,330.66
CITY MANAGER OF OPERATIONS	\$ 287,327.49	\$ 304,468.45	\$ 276,069.55	\$ 253,593.77
PURCHASING	\$ 504,890.47	\$ 400,792.48	\$ 387,952.86	\$ 312,710.00
REVENUE FINANCE	\$ 1,092,692.42	\$ 1,253,196.53	\$ 1,112,198.96	\$ 1,184,977.93
GENERAL GOVERNMENT	\$ 1,250,770.68	\$ 1,151,831.72	\$ 868,023.64	\$ 718,445.45
BAMA OPERATIONS	\$ 628,768.90	\$ 583,616.75	\$ 234,869.41	\$ 266,111.85
BUILDING MAINTENANCE	\$ 803,394.41	\$ 834,211.02	\$ 638,657.48	\$ 684,924.16
FLEET	\$ 1,933,836.56	\$ 1,816,806.68	\$ 1,415,034.76	\$ 1,196,912.98
SOLID WASTE & RECYCLING	\$ 7,665,806.56	\$ 6,491,794.50	\$ 5,274,986.80	\$ 4,350,529.33
CONSTRUCTION	\$ 838,636.52	\$ 841,656.92	\$ 785,541.65	\$ 735,461.40
ENGINEERING	\$ 1,453,513.47	\$ 1,455,942.70	\$ 1,412,259.88	\$ 1,136,199.26
STORMWATER-ENG	\$ 459,845.64	\$ 519,486.15	\$ 497,058.02	\$ 469,299.99
STORMWATER	\$ 3,770,498.80	\$ 3,169,270.85	\$ 2,950,930.91	\$ 2,650,677.73
WATER DISTRIBUTION	\$ 5,891,234.29	\$ 6,001,109.20	\$ 4,750,948.35	\$ 4,403,667.90
ADMINISTRATION	\$ 330,709.23	\$ 262,884.18	\$ 341,561.35	\$ 318,926.94
WATER R & C	\$ 1,582,559.70	\$ 1,625,722.66	\$ 1,251,701.17	\$ 711,498.13
WATER RESOURCES	\$ 259,277.89	\$ 242,813.05	\$ 227,566.14	\$ 290,757.46
WATER PLANT	\$ 3,240,444.42	\$ 3,448,098.58	\$ 3,458,731.39	\$ 2,749,063.95
METER READERS	\$ 999,278.45	\$ 1,223,720.42	\$ 861,271.99	\$ 1,826,627.90
WASTEWATER TREATMENT	\$ 6,210,233.62	\$ 5,891,222.82	\$ 10,335,647.73	\$ 5,487,886.32
SEWER R&C	\$ 6,915,901.82	\$ 3,678,331.46	\$ 3,750,238.93	\$ 2,815,611.89
TRANSFERS	\$ 14,454,586.55	\$ 15,529,933.14	\$ 15,368,422.06	\$ 14,492,472.87
	\$ 61,151,526.46	\$ 57,339,608.03	\$ 56,622,011.16	\$ 47,450,687.87



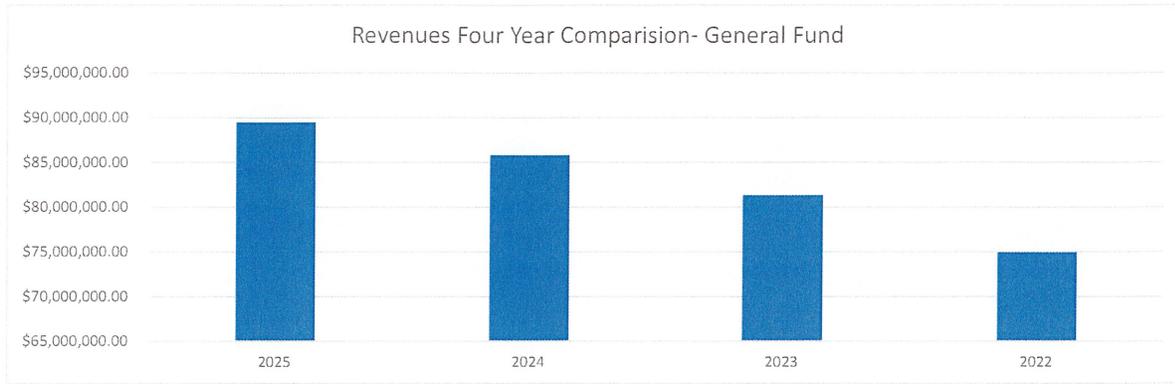
Revenues	Total Budget	Collected to Date	Current Month Collection	% of Budget
Sales Tax	\$ 30,961,193.00	\$ 23,376,820.65	\$ 2,326,338.31	75.50%
Utility Tax	\$ 20,665,533.00	\$ 15,607,750.86	\$ 1,553,164.31	75.53%
Use Tax	\$ 13,676,883.00	\$ 10,173,663.22	\$ 888,716.36	74.39%
Franchise Fees	\$ 5,610,000.00	\$ 3,840,799.47	\$ 489,889.49	68.46%
Tobacco Tax	\$ 475,000.00	\$ 321,653.69	\$ 29,198.75	67.72%
Licenses and Permits	\$ 2,040,000.00	\$ 1,657,043.27	\$ 144,395.67	81.23%
Other -Charges for services	\$ 6,330,226.00	\$ 4,888,351.01	\$ 683,360.13	77.22%
Ambulance Revenue	\$ 10,097,500.00	\$ 9,369,683.26	\$ 1,036,985.72	92.79%
Parks	\$ 475,000.00	\$ 360,818.36	\$ 7,688.42	75.96%
Fines & Forfeitures	\$ 1,048,000.00	\$ 1,196,198.66	\$ 167,360.81	114.14%
Intergovernmental	\$ 300,000.00	\$ 330,366.03	\$ 35,540.78	110.12%
Interest	\$ 300,000.00	\$ 433,330.46	\$ 20,108.41	144.44%
Other	\$ 1,575,000.00	\$ 1,108,005.44	\$ 55,173.12	70.35%
Transfers	\$ 22,315,533.00	\$ 16,772,750.83	\$ 1,666,497.64	75.16%
Total Current Current Revenues	\$ 115,869,868.00	\$ 89,437,235.21	\$ 9,104,417.92	77.19%



**Summary of Expenses
2/28/2025**

EXPENSES (does not include encumbrances)

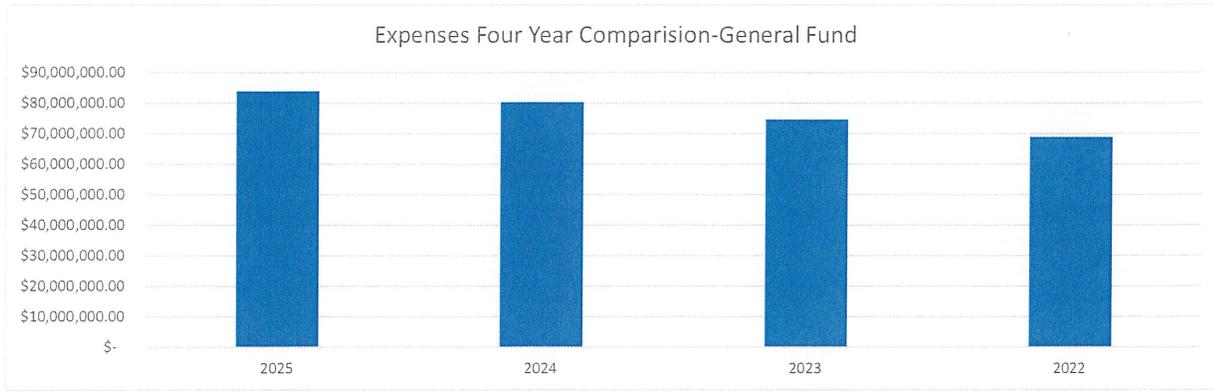
	Total Budget	Expended to Date	Current Month	% of Budget
Legal	\$ 926,756.00	\$ 450,901.32	\$ 96,631.58	48.65%
Human Resources	\$ 1,393,896.00	\$ 757,981.51	\$ 167,692.21	54.38%
Information Technology	\$ 2,140,195.00	\$ 1,273,426.86	\$ 244,058.39	59.50%
City Manager	\$ 722,923.00	\$ 391,774.15	\$ 96,093.59	54.19%
Communications	\$ 417,346.00	\$ 193,869.39	\$ 43,595.31	46.45%
Economic Development	\$ 524,518.00	\$ 343,806.25	\$ 34,801.56	65.55%
Comm Develop-Permitting	\$ 1,917,194.00	\$ 1,064,829.83	\$ 107,674.71	55.54%
Placemaking	\$ 184,303.00	\$ 129,565.26	\$ 13,652.00	70.30%
Planning	\$ 1,082,879.00	\$ 692,137.77	\$ 75,662.63	63.92%
Neighborhood	\$ 1,735,788.00	\$ 1,191,354.09	\$ 124,502.76	68.63%
Finance	\$ 1,148,198.00	\$ 720,033.81	\$ 165,619.49	62.71%
General Government	\$ 2,693,275.00	\$ 1,739,360.78	\$ 163,779.41	64.58%
City Clerk	\$ 698,733.00	\$ 351,235.36	\$ 67,662.55	35.72%
Streets	\$ 3,053,019.00	\$ 1,206,818.16	\$ 254,573.69	39.53%
Signal Maintenance	\$ 650,404.00	\$ 436,448.57	\$ 53,757.43	67.10%
Parks	\$ 3,566,107.00	\$ 2,392,255.92	\$ 249,565.70	67.08%
Main Place	\$ 128,200.00	\$ 54,264.53	\$ 8,702.51	42.33%
Recreation	\$ 2,321,808.00	\$ 1,372,921.55	\$ 108,003.77	59.13%
Forestry	\$ 913,293.00	\$ 547,865.84	\$ 71,195.46	59.99%
Historical Museum	\$ 151,800.00	\$ 93,497.26	\$ 6,196.08	61.59%
Cemetery	\$ 341,006.00	\$ 207,278.62	\$ 21,545.06	60.78%
Transfers	\$ 89,049,266.00	\$ 68,169,649.57	\$ 6,857,799.48	76.55%
	\$ 115,760,907.00	\$ 83,781,276.40	\$ 9,032,765.37	72.37%
NET INCOME	\$ 108,961.00	\$ 5,655,958.81	\$ 71,652.55	



General Fund April Comparision

Revenues	2025	2024	2023	2022
Sales Tax	\$ 23,376,820.65	\$ 22,592,302.92	\$ 22,436,501.18	\$ 21,054,088.27
Utility Tax	\$ 15,607,750.86	\$ 15,079,933.14	\$ 14,968,422.06	\$ 14,042,472.80
Use Tax	\$ 10,173,663.22	\$ 10,906,943.32	\$ 8,935,180.08	\$ 7,575,841.97
Franchise Fees	\$ 3,840,799.47	\$ 3,998,468.41	\$ 4,249,188.78	\$ 3,618,042.63
Tobacco Tax	\$ 321,653.69	\$ 333,490.65	\$ 364,659.37	\$ 402,318.26
Licenses and Permits	\$ 1,657,043.27	\$ 1,886,544.05	\$ 1,042,282.56	\$ 1,015,226.76
Other -Charges for services	\$ 4,888,351.01	\$ 4,262,439.89	\$ 4,760,654.98	\$ 3,176,829.81
Ambulance Revenue	\$ 9,369,683.26	\$ 7,326,272.24	\$ 6,795,483.66	\$ 6,293,033.93
Parks	\$ 360,818.36	\$ 355,734.31	\$ 5,902.97	\$ 248,020.49
Fines & Forteutures	\$ 1,196,198.66	\$ 1,081,593.32	\$ 663,261.49	\$ 772,577.52
Intergovernmental	\$ 330,366.03	\$ 438,033.07	\$ 348,591.35	\$ 339,913.34
Interest	\$ 433,330.46	\$ 463,398.56	\$ 110,836.66	\$ 29,482.85
Other	\$ 1,108,005.44	\$ 1,009,804.80	\$ 1,346,876.47	\$ 1,308,636.41
Transfers	\$ 16,772,750.83	\$ 16,081,183.14	\$ 15,299,672.06	\$ 15,036,222.90
Total Current Current Revenues	\$ 89,437,235.21	\$ 85,816,141.82	\$ 81,327,513.67	\$ 74,912,707.94

Expenses Four Year Comparision-General Fund



	2025	2024	2023	2022
Legal	\$ 450,901.32	\$ 922,060.29	\$ 932,183.54	\$ 817,702.63
Human Resources	\$ 757,981.51	\$ 1,043,337.28	\$ 951,494.30	\$ 840,358.75
Information Technology	\$ 1,273,426.86	\$ 1,940,754.66	\$ 1,730,144.93	\$ 1,379,396.36
City Manager	\$ 391,774.15	\$ 844,594.90	\$ 846,562.25	\$ 715,979.69
Communications	\$ 193,869.39	\$ 439,599.64	\$ 386,706.81	\$ 340,432.81
Economic Development	\$ 343,806.25	\$ 306,760.39	\$ 295,798.18	\$ 237,953.69
Comm Devlop-Permitting	\$ 1,064,829.83	\$ 984,412.00	\$ 1,014,700.87	\$ 883,315.37
Placemaking	\$ 129,565.26	\$ 124,996.22	\$ 118,654.73	\$ 110,280.67
Planning	\$ 692,137.77	\$ 612,184.60	\$ 648,446.04	\$ 609,544.46
Neighborhood	\$ 1,191,354.09	\$ 1,077,362.26	\$ 975,516.91	\$ 877,159.57
Finance	\$ 720,033.81	\$ 1,222,932.15	\$ 1,076,031.57	\$ 1,022,912.22
General Government	\$ 1,739,360.78	\$ 1,718,685.72	\$ 1,620,705.13	\$ 1,523,802.57
City Clerk	\$ 351,235.36	\$ 769,852.69	\$ 719,398.24	\$ 651,466.44
Streets	\$ 1,206,818.16	\$ 2,075,783.69	\$ 1,913,358.97	\$ 1,755,696.50
Signal Maintenance	\$ 436,448.57	\$ 393,631.92	\$ 339,156.51	\$ 417,528.56
Parks	\$ 2,392,255.92	\$ 2,247,643.29	\$ 1,992,156.68	\$ 1,765,924.12
Main Place	\$ 54,264.53	\$ 64,497.92	\$ 51,396.09	\$ 29,840.24
Recreation	\$ 1,372,921.55	\$ 1,250,072.67	\$ 1,051,919.06	\$ 858,523.03
Forestry	\$ 547,865.84	\$ 532,542.07	\$ 450,905.00	\$ 388,315.19
Historical Museum	\$ 93,497.26	\$ 70,381.97	\$ 68,977.61	\$ 44,534.13
Cemetery	\$ 207,278.62	\$ 182,727.38	\$ 161,628.04	\$ 154,401.35
Transfers	\$ 68,169,649.57	\$ 61,448,148.45	\$ 57,274,117.00	\$ 53,414,748.10
	\$ 83,781,276.40	\$ 80,272,962.16	\$ 74,619,958.46	\$ 68,839,816.45

POLICE SALES TAX FUND
4/30/2025



	Total Budget	Collected to Date	Current Month Collection	% of Budget
Sales Tax	\$ 3,067,506.00	\$ 2,337,682.06	\$ 232,633.83	76.21%
Intergov	\$ 100,000.00	\$ 102,439.96	\$ 30,894.26	102.44%
Misc Donations	\$ -	\$ 2,252.63	\$ 56.63	0.00%
Interest	\$ 400,000.00	\$ 689,853.71	\$ 118,449.28	172.46%
Misc Revenue	\$ 12,500.00	\$ 13,374.74	\$ -	107.00%
Transfer from General	\$ 34,334,441.00	\$ 25,802,598.59	\$ 2,861,203.42	75.15%
Transfer from 911	\$ 1,000,000.00	\$ 749,999.97	\$ 83,333.00	75.00%
Total Revenue	\$ 38,914,447.00	\$ 29,698,201.66	\$ 3,326,570.42	

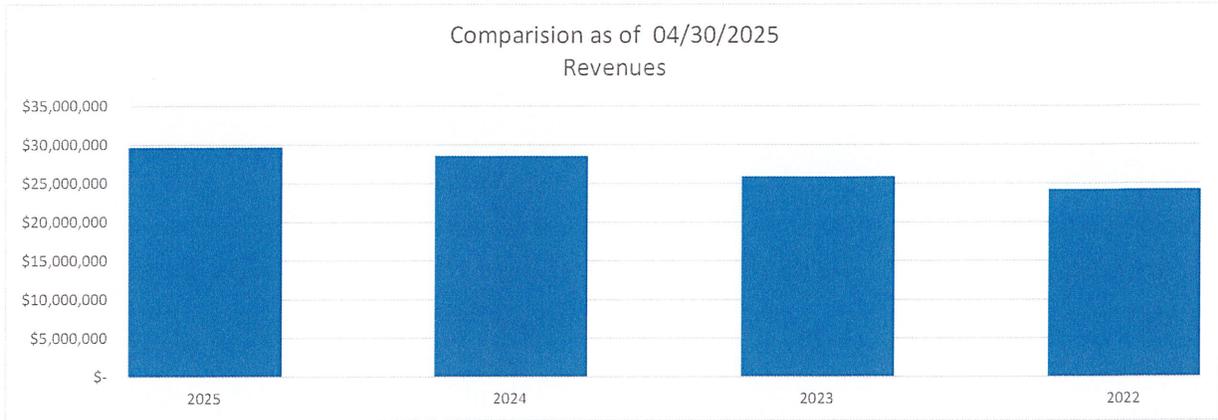
Summary of Expenses
4/30/2025

EXPENSES (does not include encumbrances)

	Total Budget	Expended to Date	Current Month	% of Budget
Police	\$ 30,916,778.00	\$ 21,634,633.00	\$ 2,372,565.13	69.98%
Communication Division	\$ 3,765,686.00	\$ 2,440,903.66	\$ 240,631.18	64.82%
Jail	\$ 1,614,473.00	\$ 1,068,394.84	\$ 109,751.35	66.18%
Animal Control	\$ 1,012,053.00	\$ 651,875.50	\$ 64,612.81	64.41%
Records	\$ 416,480.00	\$ 319,291.60	\$ 37,574.61	76.66%
Total Expenses	\$ 37,725,470.00	\$ 26,115,098.60	\$ 2,825,135.08	
Net Income		\$ 3,583,103.06	\$ 501,435.34	

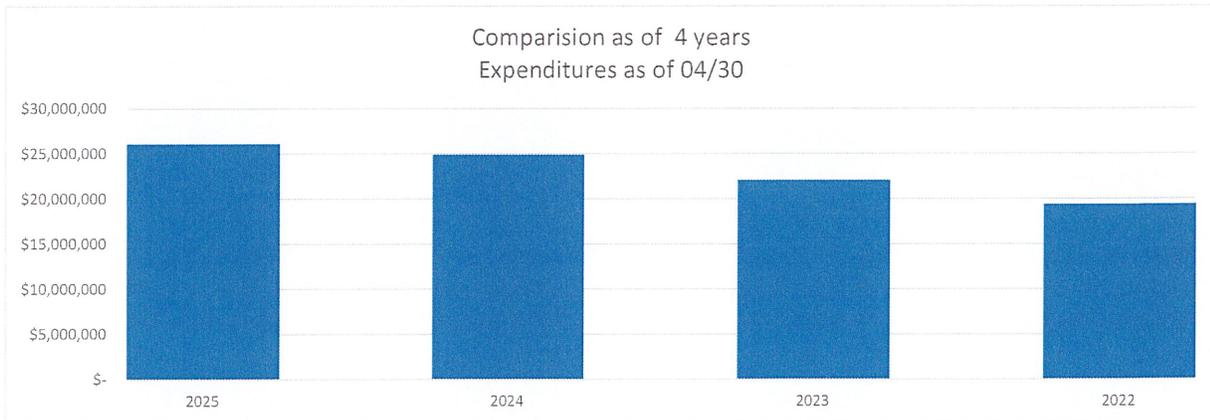
Has \$735,733.33 in encumbrances

Police
Comparison as of 04/30/2025



	2025	2024	2023	2022
Revenue				
Sales Tax	\$ 2,337,682	\$ 2,259,230	\$ 2,243,650	\$ 2,105,409
Intergov	\$ 102,440	\$ 35,711	\$ -	\$ 130,083
Misc Donations	\$ 2,253	\$ 7,154	\$ 6,243	\$ 500
Interest	\$ 689,854	\$ 517,422	\$ 115,156	\$ 4,825
Misc Revenue	\$ 13,375	\$ -	\$ 4,597	\$ 31,136
Transfer from General	\$ 25,802,599	\$ 25,002,945	\$ 22,790,861	\$ 21,193,583
Transfer from 911	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000
Total Revenue	\$ 29,698,202	\$ 28,572,462	\$ 25,910,507	\$ 24,215,536

Summary of Expenses
4/30/2025



	2025	2024	2023	2022
EXPENSES				
Police	\$ 21,634,633	\$ 20,784,205	\$ 18,393,723	\$ 16,389,755
Communication Division	\$ 2,440,904	\$ 2,159,823	\$ 1,949,683	\$ 1,729,381
Jail	\$ 1,068,395	\$ 1,086,083	\$ 947,542	\$ 638,287
Animal Control	\$ 651,875	\$ 598,450	\$ 561,399	\$ 479,335
Records	\$ 319,292	\$ 264,508	\$ 232,607	\$ 182,001
Total Expenses	\$ 26,115,098	\$ 24,893,069	\$ 22,084,954	\$ 19,418,759



City of Broken Arrow

Request for Action

File #: 25-910, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute Budget Amendment Number 29 for Fiscal Year 2025

Background:

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

Budget Amendment #29 appropriates a portion of the fund balance of the Vehicle Replacement Fund to provide funding for fleet management consulting services to evaluate the City's vehicle and equipment procurement, retention, and disposal life cycle.

Cost: \$88,880.00

Funding Source: Vehicle Replacement Fund, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #29 for Fiscal Year 2025

Recommendation:

Approval of and authorization to execute Budget Amendment Number 29 for Fiscal Year 2025.

**Fund 329 - Vehicle Replacement Fund
Budget Amendment #29
Fiscal Year 2025
6/16/2025**

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
229-353050	FUND BALANCE	\$ 937,500	\$ (88,880)	\$ 848,620
		\$ 937,500	\$ (88,880)	\$ 848,620

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
2291700-530870		PROFESSIONAL SERVICES	\$ -	\$ 88,880	\$ 88,880
			\$ -	\$ 88,880	\$ 88,880

Explanation

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #29 appropriates a portion of the Fund Balance of the Vehicle Replacement Fund to provide for funding for fleet management consulting services.

Approved by the City Council
Monday, June 16, 2025

Attest by City Clerk

Mayor, Debra Wimpee

Curtis Green



City of Broken Arrow

Request for Action

File #: 25-884, Version: 1

**Broken Arrow City Council
Meeting of: June 16, 2025**

Title:

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

Background:

The Oklahoma City Police Department has requested mutual assistance from the Broken Arrow Police Department's Special Response Team, pursuant to Title 11 O.S. Sec. 34-103 for a potential victory celebration in the event of an OKC Thunder NBA Finals win. The state statute provides that officers performing such duties shall have the same powers and duties as though employed by the requested municipality, with salaries, insurance, and other benefits provided by the City of Broken Arrow. The Special Response Team is comprised of 19 officers who have special training and equipment to respond to large scale public gatherings. BAPD can conduct the deployment with little to no interruptions of police operations in Broken Arrow.

Cost: \$20,000

Funding Source: Public Safety Sales Tax, Fund 344

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Resolution No. 1670

Recommendation:

Approve Resolution No. 1670 and authorize its execution.

RESOLUTION NO. 1670

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, AUTHORIZING MUTUAL ASSISTANCE TO THE OKLAHOMA CITY POLICE DEPARTMENT FOR A POTENTIAL NBA FINALS VICTORY CELEBRATION

WHEREAS, the Oklahoma City Police Department has requested mutual assistance from the Broken Arrow Police Department pursuant to Title 11 O.S. § 34-103 for a potential victory celebration in the event of an OKC Thunder NBA Finals win; and

WHEREAS, the event, if it occurs, will be held in Oklahoma City on a date and time to be determined, requiring additional law enforcement resources to ensure public safety and security; and

WHEREAS, the Oklahoma City Police Department has specifically requested members of the Broken Arrow Police Department’s Emergency Response Team to assist for the duration of the event; and

WHEREAS, Title 11 O.S. § 34-103 provides that officers performing such duties shall have the same powers and duties as though employed by the requested municipality, with salaries, insurance, and other benefits provided by the City of Broken Arrow; and

WHEREAS, the City Council of the City of Broken Arrow recognizes the importance of supporting public safety efforts and fostering cooperation with neighboring municipalities; and

WHEREAS, the Broken Arrow Police Department has the capacity to provide the requested assistance without compromising local public safety obligations.

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

SECTION 1 Mutual Aid. The City Council hereby approves the provision of mutual assistance by the Broken Arrow Police Department to the Oklahoma City Police Department for the potential NBA Finals victory celebration, as requested in the letter dated June 9, 2025, from Chief Ron C. Bacy.

SECTION 2 ERT. The Broken Arrow Police Department is authorized to deploy members of its Emergency Response Team to assist the Oklahoma City Police Department for the duration of the event, subject to coordination with Oklahoma City Police Department representatives.

SECTION 3 Salaries. The salaries, insurance, and other benefits for Broken Arrow Police Department personnel providing mutual assistance shall continue to be provided by the City of Broken Arrow, as required by Title 11 O.S. § 34-103

SECTION 4 Notification. The City Manager or their designee is directed to notify Deputy Chief Brian Jennings at brian.jennings@okc.gov no later than Thursday, June 12, 2025, at 4:00 PM, confirming this approval and coordinating further details.

SECTION 5. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Broken Arrow, Oklahoma, this ____ day of June, 2025.

ATTEST:

Mayor

(SEAL) City Clerk

APPROVED:

Deputy City Attorney



City of Broken Arrow

Request for Action

File #: 25-833, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute renewal for Medical Oxygen and Industrial Gas to American Medical Gas

Background:

The City solicited Bid #25.109 for the supply of medical oxygen and industrial gases to replace the previous contract, which expired on June 30, 2024. The current contract runs through June 30, 2025, and includes the refill, lease, and rental of cylinders used by various City departments.

To ensure transparency and encourage competitive participation, the bid was advertised in the Tulsa World and on the City of Broken Arrow website.

Based on the consistently excellent service provided under the existing contract, staff recommends renewing the agreement with American Medical Gas for an additional term. Their proven reliability, responsiveness, and ability to meet the City's needs make them the preferred vendor.

Approval of this renewal will guarantee uninterrupted, timely, and efficient delivery of these essential gases through June 30, 2026.

Cost: Rates as set out in agreement

Funding Source: Various department operational accounts

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager Office

Attachments: Bid tabulation 25.109 Medical Oxygen & Industrial Gas, American Medical Gas Bid Docs & City Council Renewal.

Recommendation:

Approval of and authorization to execute renewal for Medical Oxygen and Industrial Gas to American Medical Gas.

BID: 25.109

MEDICAL OXYGEN & INDUSTRIAL GAS

Opening Date: August 14, 2024

Vendor	Fullerton Welding Supply			American Medical Gas			Gas and Supply		
Medical Oxygen for BAFD	Refill	Lease	Rental	Refill	Lease	Rental	Refill	Lease	Refill
Medical Oxgen (Gas Only)	\$0.00	\$0.00	NA	\$10.00	\$0.00	\$0.00	Under 100cf-\$0.49 Over 100cf- \$0.24	NA	NA
Oxygen USP "D" CGA 870	\$9.00	\$36.00/Yr/Cyl	NA	\$10.00	\$5.00/Mo/Cyl	\$60.00	\$7.35	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Oxygen USP 125 "M" CGA 540	\$18.50	\$50.00/Yr/Cyl	NA	\$10.00	\$5.00/Mo/Cyl	\$60.00	\$29.98	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Oxygen USP "E" 80 CGA 870	\$12.50	\$36.00/Yr/Cyl	NA	\$10.00	\$5.00/Mo/Cyl	\$60.00	\$19.20	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Industrial Gas Cylinders	Refill	Lease	Rental	Refill	Lease	Rental	Refill	Lease	Rental
Oxygen Industrial 80 CGA 540	\$8.50	\$50.00/Yr/Cyl	NA	\$20.00	\$5.00/Mo/Cyl	\$60.00	\$14.23	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Carbon Dioxide 200 CGA 320	\$15.00	\$50.00/Yr/Cyl	NA	\$25.00	\$5.00/Mo/Cyl	\$60.00	\$27.39	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Carbon Dioxide 300 CGA 320	\$20.00	\$50.00/Yr/Cyl	NA	N/A	N/A	N/A	\$39.56	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Acetylene "C"	\$68.50	\$50.00/Yr/Cyl	NA	\$30.00	\$5.00/Mo/Cyl	\$60.00	\$59.65	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Acetylene "WQ"	\$48.50	\$50.00/Yr/Cyl	NA	\$65.00	\$5.00/Mo/Cyl	\$60.00	\$31.50	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Acetylene "MC"	\$28.50	\$50.00/Yr/Cyl	NA	\$30.00	\$5.00/Mo/Cyl	\$60.00	\$15.90	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Argon "T"	\$28.50	\$50.00/Yr/Cyl	NA	\$50.00	\$5.00/Mo/Cyl	\$60.00	\$35.25	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Argon "T-C/25"	\$28.50	\$50.00/Yr/Cyl	NA	\$50.00	\$5.00/Mo/Cyl	\$60.00	\$35.25	\$85.00/Yr/Cl	\$0.28/Dy/Cyl
Forklift Propane	Refill	Lease	Rental	Refill	Lease	Rental	Refill	Lease	Rental
	\$24.00	\$50.00	NA	\$50.00	\$20.00	\$240.00	\$25.83	\$85.00	\$0.28
Optional/Extra Services	Delivery Charge - \$10.00			Delivery Charge- \$40.00			Cylinder re-test for customer owned cylanders- \$35.00		

Notes* BID 25.109 was sent to five (5) vendors with three (3) responses. This BID was published in the Tulsa World as well as the City Website.

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

 Ryan Baze
 Maintenance Services Director

 Date

Attachment A

Medical Oxygen & Cylinders

PRICING SUMMARY

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

<u>Medical Oxygen for BAFD</u>	<u>Refill</u>	<u>Lease</u>	<u>Rental</u>
Medical Oxygen (Gas Only)	\$10.00_____	\$0_____	\$0_____
Oxygen USP "D" CGA 870	\$10.00_____	\$ 5.00_____	\$ 60.00_____
Oxygen USP 125 "M" CGA 540	\$10.00_____	\$ 5.00_____	\$ 60.00_____
Oxygen USP "E" 80 CGA 870	\$ 10.00_____	\$ 5.00_____	\$ 60.00_____
<u>Industrial Gas Cylinders</u>	<u>Refill</u>	<u>Lease</u>	<u>Rental</u>
Oxygen Industrial 80 CGA 540	\$ 20.00_____	\$ 5.00_____	\$ 60.00_____
Carbon Dioxide 200 CGA 320	\$ 25.00_____	\$ 5.00_____	\$ 60.00_____
Carbon Dioxide 300 CGA 320	\$ NA_____	\$ NA_____	\$ NA_____
Acetylene "C"	\$ 30.00_____	\$ 5.00_____	\$ 60.00_____
Acetylene "WQ"	\$ 65.00_____	\$ 5.00_____	\$ 60.00_____
Acetylene "MC"	\$ 30.00_____	\$ 5.00_____	\$ 60.00_____
Argon "T"	\$ 50.00_____	\$ 5.00_____	\$ 60.00_____
Argon "T-C/25"	\$ 50.00_____	\$ 5.00_____	\$ 60.00_____



BROKEN ARROW
Where opportunity lives

The City of Broken Arrow, OK

Addendum for BID: 25.109

“MEDICAL OXYGEN & INDUSTRIAL”

Vendors are informed that the above subject BID is hereby explained, modified, corrected, or supplemented as specified, described, and set forth in this Addendum:

- **PLEASE ADD A LINE FOR FORKLIFT PROPANE**

	<u>Refill</u>	<u>Lease</u>	<u>Rental</u>
Forklift Propane	\$ <u>50.00</u>	\$ <u>20.00</u>	\$ <u>240</u>

Going forward, BID: 25.109 shall have these added or revised requirements.

Attachment A (Continuation)

1. List other optional services along with pricing

Delivery Charge per location \$ 40.00

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

Comments/Notes: _____

Name of Bidder: Scott Sanders _____ Title: President _____

Telephone Number: 918-625-0424 _____ Ext. _____

Email Address: scott@amedicalgasresources.com _____

Attachment B

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: Victor Welding and Supply _____ Telephone: 918-584-3515 _____

Contact Name: Scott Ringler _____ Title: Owner _____

Address: 123 S Peoria Ave. Tulsa, OK 74120 _____

Email Address sringler@victorwelding.com _____

(2) Customer Name: Gas and Supply _____ Telephone: 918-740-6562 _____

Contact Name: Adam Ensminger _____ Title: General Manager _____

Address: 8595 W. 81st Street S Tulsa, OK 74131 _____

Email Address adam.ensminger@gasandsupply.com _____

(3) Customer Name: SS Medical, Inc. _____ Telephone: 918-369-6067 _____

Contact Name: James Hoos _____ Title: Director of Operations _____

Address: 14915 S 49th W Avenue Kiefer, OK 74041 _____

Email Address jhoos@ssmedical.com _____

Attachment C

INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma _____

COUNTY OF: Tulsa _____

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

N/A

For the 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 [Signature]

Subscribed and Sworn to before me this 8th day of August 2024

My Commission Expires: 10/31/2024
[Signature]

Notary Public

SARAH WITHROW
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES OCTOBER 31, 2024
COMMISSION #16010358

Attachment D

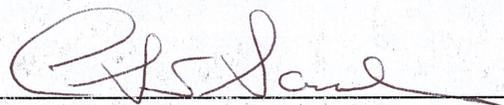
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma _____

COUNTY OF: Tulsa _____

Calvin Scott Sanders, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of American Medical Gas Resources, 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 24th day of August
2024

My Commission Expires: 10/31/24
Sarah Withrow

Notary Public (or Clerk or Judge)

SARAH WITHROW
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES OCTOBER 31, 2024
COMMISSION #16010358



2024

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:	American Medical Gas
Original RFP Number:	25.109
RFP Title Name:	Medical Oxygen and Industrial Gas
Original Award Date:	10/15/24
Current Contract Term:	10/15/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1
	<i>City Council</i>

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:

- 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)	<i>AMERICAN Medical Gas Resources LLC</i>
Authorized Signature:	<i>[Handwritten Signature]</i>
Printed Name and Title of Person Signing:	<i>Calvin T. Sanders Vice President</i>
Date:	<i>6-3-2025</i>
Company Address:	<i>14915 S. 49th W. AVE Kiefer, OK 74041</i>

Broken Arrow City Council

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



City of Broken Arrow

Request for Action

File #: 25-811, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute an Amendment to Service Agreement No. 50006466 (final renewal) with Clean Uniform Company for non-public safety employee uniform rental service

Background:

In 2021, the Purchasing Division of the Maintenance Services Department issued Bid #21.145 for uniform services to outfit approximately 200 city staff. The scope of services also includes floor mat service for all City buildings, dust mops for custodial operations, and shop rags for Fleet Maintenance.

Clean Uniform Company was awarded the bid. The original agreement included a one-year term ending June 30, 2022, with the option to renew annually for up to four additional years, contingent upon available funding.

This is the final renewal year under the original bid. Clean Uniform Company has proposed no price increases, and their service over the past year has been acceptable. Staff recommends renewing the agreement for one additional year.

Funding for uniform rental services is budgeted by each individual department.

Cost: Approximately \$75,000 (\$6,250 Monthly cost among various departments based on current quantities)

Funding Source: Various departmental operational accounts

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager Office

Attachments: Broken Arrow City Council Renewal,

Recommendation:

Approval of and authorization to execute an Amendment to Service Agreement No. 50006466 (final renewal) with Clean Uniform Company for non-public safety employee uniform rental service.



CONTRACT RENEWAL (Final Renewal)

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:	Clean Uniform
Original RFP Number:	21.145
RFP Title Name:	Uniform Rental and Supplies
Original Award Date:	06/21/21
Current Contract Term:	07/01/2024 Through 06/30/2025
Amendment No.:	Final Renewal

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:

- 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)	Clean Uniform
Authorized Signature:	
Printed Name and Title of Person Signing:	Shad Ekstrom, Branch Manager
Date:	5/20/25
Company Address:	1223 N. 105th E. Ave. Tulsa, OK 74116

Broken Arrow City Council

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



City of Broken Arrow

Request for Action

File #: 25-784, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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)

Background:

During the design of this project, efforts to avoid an existing 24” high pressure natural gas line on the north side of the project resulted in the need to acquire additional right-of-way along the south side of the project. To expedite construction of the project and avoid delays due to additional right-of-way acquisitions and utility conflicts, staff negotiated design amendment 3 to revise the current design plans. These revisions include: shifting the enclosed storm sewer system to be placed under the outside eastbound lanes as well as removal of sidewalk and addition of small block retaining walls as necessary all along the south side of the project.

Cost: \$25,300.00

Funding Source: 2018 GO Bond

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager’s Office

Attachments: Amendment to Agreement for Professional Consultant Services

Recommendation:

Approve and authorize execution of 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 (ST2029)

**AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CP&Y, INC. dba STV INFRASTRUCTURE**

**PROJECT NAME: HOUSTON STREET WIDENING FROM OLIVE AVENUE TO
ASPEN AVENUE
PROJECT NO. ST2029 (FORMERLY ST2037)**

THIS **AMENDMENT No. 3**, made and entered into this ____ day of _____, 2025 between the CITY OF BROKEN ARROW, OKLAHOMA, a Municipal Corporation, of the State of Oklahoma, hereinafter referred to as “CITY”, and CP&Y, Inc. dba STV Infrastructure, hereinafter referred to as “CONSULTANT”;

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated January 7, 2020, “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

WHEREAS, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include shift the proposed roadway to avoid impacting the existing high pressure gas line; and

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 3 shall hereinafter collectively be referred to as the “Agreement”; and

WHEREAS, CONSULTANT is prepared to provide said additional services identified in this Amendment; and

WHEREAS, funding is now available for said additional services;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

- 1.0 **PROJECT SCOPE.**
This Amendment requires CONSULTANT to perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this Amendment.

- 2.0 **CHANGE IN CONTRACT AMOUNT.**
The CITY and the ENGINEER agree that the ENGINEER shall be compensated for these additional services on a salary multiplier basis in accordance with Attachment D, COMPENSATION FOR ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 3.

- 3.0 **EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**
This Amendment No. 3 is effective upon signature of both parties.

4.0

ELECTRONIC SIGNATURES.

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

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT in multiple copies on the respective dates herein below reflected.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon
City Manager

Date _____

Attest: _____
City Clerk [Seal]

Date _____

Approved as to form:

D. Graham Parker 6/11/2025
Assistant City Attorney

CONSULTANT:

CP&Y, Inc. dba STV Infrastructure

By: Robin Handel
Robin Handel
Senior Vice President

Date 6/9/2025

Attest: Rebecca S. Martinez
Notary Public

Date June 10th, 2025

VERIFICATION

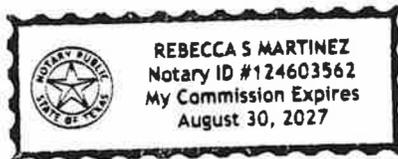
State of Texas)

County of Dallas)

Before me, a Notary Public, on this 10th day of June, 2025, personally appeared Robin Handel, known to be the (President, Vice President, Corporate Officer, Member, or Other: Senior Vice President) of CP&Y, Inc. dba STV Infrastructure, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

August 30th, 2027



Rebecca S Martinez
Notary Public

**AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CP&Y, INC. dba STV INFRASTRUCTURE**

**PROJECT NAME: HOUSTON STREET WIDENING FROM OLIVE AVENUE TO
ASPEN AVENUE
PROJECT NO. ST2029 (FORMERLY ST2037)**

SCOPE OF SERVICES

ATTACHMENT B

- B. SCOPE OF SERVICES.** The Scope of Services for shifting the storm sewer trunkline on system A to avoid impact to the ROW, shall be amended as follows:

PS&E

- Drainage
 - Update Drainage Model to move junctions under the street
 - Update profile linework and HGL in trunkline profile
 - Update Cross Sections
 - Update Cross Section callouts
 - Update P&P callouts
 - Update Drainage Maps
 - Update Quantities and Summary Sheets
 - Update Drainage Computations
 - QC
- Roadway
 - Remove sidewalk on south side
 - Revise Plan & Profile sheets
 - Update Typical Sections
 - Update Cross Sections
 - Update Earthwork
 - Update Quantities and Summaries
 - Update Driveway Schedule
- Erosion Control
 - Revise Plan & Profile sheets
 - Update Quantities and Summaries
- Right of Way
 - Update ROW Sheets
- SW3P
 - Update SW3P Sheet
- Estimate
 - Update Estimate

SCHEDULE: CONSULTANT agrees to complete all work describe above within 30 days of the Approval of AMENDMENT NO. 3.

ATTACHMENT "D"

**AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CP&Y, INC. dba STV INFRASTRUCTURE**

**PROJECT NAME: HOUSTON STREET WIDENING FROM OLIVE AVENUE TO
ASPEN AVENUE
PROJECT NO. ST2029 (FORMERLY ST2037)**

COMPENSATION FOR ADDITIONAL SERVICES

ATTACHMENT D

- D. COMPENSATION. CONSULTANT shall be paid as compensation for the professional services set forth in this AMENDMENT NO. 3 and itemized in Exhibit 3A (Fee Schedule), an amount not to exceed Twenty-Five Thousand and Three Hundred Dollars and 00/100 Dollars (\$25,300.00).

The CONSULTANT acknowledges the following summary of modifications to the Fee Schedule as stated in the original contract and modified by AMENDMENT NO. 3:

Original Contract Amount	\$289,759.00
AMENDMENT NO. 1 (7/20/2020)	\$7,350.00
AMENDMENT NO. 2 (1/8/2025)	\$148,294.00
AMENDMENT NO. 3	\$25,300.00
Total Amended Contract Amount	\$470,703.00

CONTRACT NUMBER:
 WORK AUTHORIZATION #
 CHIANG PATEL & YERBY, INC.

City of Broken Arrow
 Project No. ST2029 Supplemental #3
 Houston Street Widening from Olive Avenue to Aspen Avenue
 Tulsa County, OK

CP&Y, Inc. dba STV Infrastructure (STV)

Task Description	Total Cost
<u>TOTAL LABOR COSTS</u>	
Trunkline Realignment & Sidewalk Removal	\$ 25,300.00
Project Management	\$ -
SUB-TOTAL LABOR EXPENSES	\$ 25,300.00
<u>SUMMARY</u>	
TOTAL LABOR COSTS	\$ 25,300.00
EXPENSES	
TOTAL CP&Y dba STV FEE	\$ 25,300.00
<u>SUBCONSULTANTS</u>	
<u>POE</u>	
Surveying	\$ -
Right-of-Way Support Services	\$ -
<u>Terracon</u>	
Phase 1 - Task 1B - Geotechnical Investigation	\$ -
<u>Traffic Engineering Consultants</u>	
Phase 1 - Task 1C - Traffic Projection Analysis	
Phase 3 - Task 3A - Hawk Signal at Park	\$ -
<u>ADDITIONAL SERVICES (AS NEEDED BASIS)</u>	
Phase 2 - Task 2A - Utility Locates	
Phase 2 - Task 2B - Supplemental Survey Needs	
Phase 5 - Task 5A - Supplemental Right-of-Way Support Services	
Phase 7 - Task 7B - Supplemental Construction Services	
<u>SUPPLEMENTAL SERVICES (TO BE DETERMINED)</u>	
Phase 6 - Task 6B - City Norman Utility Design	\$ -
GRAND TOTAL	\$ 25,300.00

CONTRACT NUMBER:
 WORK AUTHORIZATION #
 CHIANG PATEL & YERBY, INC.

CP&Y, Inc. dba STV Infrastructure (STV)

City of Broken Arrow
 Project No. ST2029 Supplemental #3
 Houston Street Widening from Olive Avenue to Aspen Avenue
 Tulsa County, OK

Task Description	No. Shts	Project Manager	Senior Engineer	Design Engineer	Design Technician	Admin / Clerical	Totals	
							Hours	Cost
Revise Trunkline and Remove Sidewalk to eliminate ROW								
Plans								
Update Typical Sheets (Nos. 1-2)	2	4	5	16	21	0	46	\$ 7,704.00
Update Pay Quantities (Base Bid)	1			2	2			
Update Roadway Summary Sheets				2	2			
Update P&P Sheets				4	4			
Update Driveway Schedule			1	1	1			
Revise Engineer's Estimate of Probable Cost		4	4					
Roadway QA/QC				6	10			
Revise Cross Sections & Earthwork								
Drainage Design								
Updated Drainage Model		4	20	41	29	0	94	\$ 16,424.00
Update Profile Linework and HGL in trunkline profile			6	6	6			
Update Cross Section linework				5	5			
Update Cross Section Callouts				6	6			
Update P&P Callouts				6	6			
Update Drainage Maps				2	2			
Revise Quantities, Pay Items & Notes			4	4	4			
Drainage Computations		4	6	6	6			
Drainage QC			4	4	4			
Misc.								
Update Erosion Control Plans		0	0	3	5	0	8	\$ 1,172.00
Update Right of Way				2	2			
Update SW3P				1	1			
Attend Final Plan Review					2			
Revise Plans Per Comments							0	\$ -
Sub-Total Hours		8	25	60	55	0	148	\$ 25,300.00
Sub-Total Cost		\$ 2,160.00	\$ 5,550.00	\$ 10,440.00	\$ 7,150.00	\$ -		\$ -

PROJECT SCHEDULE
City of Broken Arrow, Oklahoma
ST-2029 Houston Street PS&E Development

TASK DESCRIPTION	START DATE	DURATIO N (DAYS)	END DATE	PERCENT COMPLE	June'	July	August	September	October
REDESIGN WORK									
Update Roadway	9-Jun-25	14	23-Jun-25	0%	10-Jun 17-Jun				
Redesign Stormwater System	9-Jun-25	14	23-Jun-25	0%	10-Jun 17-Jun				
Final Plan Development									
Internal QC	23-Jun-25	3	26-Jun-25	0%	24-Jun				
Submit Final Plans to City	27-Jun-25	1	28-Jun-25	0%					
City Review	1-Jul-25	10	11-Jul-25	0%		7-Jul			
Address City Comments	11-Jul-25	18	29-Jul-25	0%		7-Jul 14-Jul 21-Jul			
Submit Final PS&E to City	29-Jul-25	3	1-Aug-25	0%					



City of Broken Arrow

Request for Action

File #: 25-874, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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

Background:

Broken Arrow Police Department (BAPD) personnel are frequently called to help individuals in our community who are experiencing a crisis. Often, the precipitating variable for the crisis is abuse and/or use of pharmaceutical and illicit opioid substances. These calls for service represent a noticeable portion of the public safety call volume. Police personnel, while well trained and capable, are ill equipped to assist those in crisis with finding community resources such as substance abuse treatment, counseling, housing, food, et cetera.

BAPD has an ongoing effort to mitigate substance abuse and mental health crisis occurrences. BAPD is seeking to enter a partnership with CREOKS to provide crisis response as part of crisis mitigation. CREOKS will embed trained professionals in the field with our law enforcement officers. Further, CREOKS will soon be opening Broken Arrow's first ever brick and mortar mental health hospital which will be in the 2400 block of East Hillside Drive. The CREOKS facility will be modern and will offer a variety of services to the community. These include, in part, a primary care physician (PCP) practice in addition to its mental health treatment services. Broken Arrow Police officers and consumer citizens will now no longer have to leave the city limits for their mental health needs to be addressed. This will result in time savings for officers, consumers, and family members of consumers.

The City of Broken Arrow participated in a successful lawsuit against several opioid manufactures and distributors. The judgement against the opioid manufacturers and distributors has resulted in the receipt of funds which must be used for opioid abatement, training, prevention, and treatment. Staff is recommending the use of these funds to enter into this agreement with CREOKS to prevent and mitigate the effects of opioid use in the community. Staff recognizes that while the primary purpose of the agreement is to address the effects of opioids, the program will likely also address other coexisting crisis variables such as homelessness, mental health, domestic violence, poverty, et cetera.

Cost: \$108,000.00

Funding Source: Fund 349, Opioid Settlement Fund

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Memorandum of Understanding

Recommendation:

Approve and authorize the execution of 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

MEMORANDUM OF UNDERSTANDING
CRISIS RESPONSE TEAM PROGRAM

We do hereby agree that it is mutually beneficial to all parties for CREOKS Mental Health Services, Inc. (hereinafter “CREOKS”) Care Coordinators to be assigned as mental health professionals with the Broken Arrow Police Department (Police Department) with the City of Broken Arrow. It is understood by all parties that the Care Coordinators are employees of CREOKS, and they will be assigned to work alongside Broken Arrow Police Officers in a co-response role for the mental health, Police Department Crisis Response Team.

The purpose of this Agreement is to facilitate a clear understanding of roles, duties and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this 16 day of June, 2025, with full recognition that the Agreement must be a living document to allow for program evolution and provide for some City of Broken Arrow and CREOKS variances, needs and future changes, which will align with the scope and tenor of this Agreement. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, Care Coordinators, supervisors and directors.

The Police Department recognizes and supports the need for mental health co-response within the community as a way to better serve the community and those in mental health crisis. In furtherance of that goal, the Broken Arrow Police Department Crisis Response Team (CRT) shall work in partnership with CREOKS officials toward this end. CREOKS will provide the equipment needed to accomplish the task given to the Care Coordinators, to include a soft uniform, ballistic vest, telephone, handheld radio, and a computer for their tasks within the unit. The City of Broken Arrow (City) and the Police Department will provide the Police Officers any required police equipment and motorized vehicles necessary to implement the CRT program. The City has funding for CRT, and the City will pay CREOKS an amount per Care Coordinator as mutually agreed and pursuant to City’s funding requirements and allowances.

Mission Statement – Crisis Response Team

To provide professional, compassionate and comprehensive services for mental health/substance use intervention, through police and mental health agency collaboration by on-scene assessment and follow up aligned with the department’s de-escalation philosophy.

Program Objectives

1. Friendly contact between the Police Department, CREOKS, and the City’s citizens.

2. Assistance and information sharing concerning problems and issues affecting persons in crisis (be it mental illness, poverty, homelessness, domestic violence, family fights, etc.) and the citizens of Broken Arrow.
3. Education of the community regarding the role of mental health professionals, laws, courts, and Police in society.
4. Protection and education of citizens involving mental health, illegal drugs, alcohol and other harmful influences.
5. Investigation of cases involving the mentally ill and use of effective alternatives to legal process whenever possible.
6. Prevention of crime or criminal behavior by persons with mental illness within the City.
7. Effective problem solving and liaison with community resources to aid persons in crisis, to include mental health care, hunger, poverty, homelessness, etc.
8. Carry out anti-opioid abuse strategies, List of Opioid Remediation Uses of the City of Broken Arrow's Final Settlement Agreement dated 3/25/22, including but not limited to the following:
 - a. Provide post-overdose response to individuals encountered by officers;
 - b. Support mobile anti-opioid intervention, facilitation of treatment and recovery services for individuals who have experienced opioid overdoses;
 - c. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions;
 - d. Hire or train behavioral health workers to provide or expand anti-opioid, substance abuse services and address public MH concerns;
 - e. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child(ren), and support prevention, intervention, treatment and recovery programs focused on youth.
 - f. Implement a co-responder and/or alternate responder model to address OUD-related 911 calls with greater SUD expertise.

CRT Members:

1. Are encouraged to act and work as a team with other community resource providers for the betterment of the mentally ill community and community/neighborhood environment as a whole;
2. Are expected to keep the Chief of Police or his/her designee informed about law enforcement action which would draw the attention of the media, as consistent with the laws of the State of Oklahoma;
3. Are police officers assigned as Uniform Patrol Officers of the Police Department. As such, their primary responsibilities are to investigate criminal cases involving all citizens, maintain order through the enforcement of local, state and federal laws, and enforcement of the mental health laws for the purpose of maintaining a safe environment for all citizens;
4. Who, as police officers, are governed by the rules, policies, shifts, schedules, procedures and practices of the Police Department and the City of Broken Arrow, under the supervision of an assigned supervisor;
5. Are expected to provide behavioral health case management to all requested departments within the City of Broken Arrow including the Broken Arrow Police Department;
6. Are expected to attend all training, meetings and appointments assigned by CREOKS and the Police Department. It is recognized that some of these will conflict with officer care and coordinator availability. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over presence in the community during that time. The officer and coordinator shall strive to keep the Chief of Police, or his/her designee, informed about his/her/their absences and/or activities as appropriate on a need to know basis;
7. Are expected to work hours assigned by the Broken Arrow Police Department in coordination with CREOKS including 10 hour shifts. Shifts may change as needed with 60 days' notice of the change;
8. Who are police officers governed and covered by the current Collective Bargaining Agreement between the City of Broken Arrow and the Fraternal Order of Police, Lodge #170;
9. Will work with families, individual officers and other police department staff members with counseling and guidance efforts when requested and appropriate.
10. Will attend all quarterly and year-end meetings to assess, determine progress and make adjustments as needed.

Care Coordinator Selection and Financial Consideration

Officers will be selected by means of a joint selection committee, comprised of representatives from CREOKS and representatives from the Police Department, who will be appointed by the Chief of Police. The Selection Committee will make recommendations to the Chief of Police. The Chief of Police shall duly consider the Committee's recommendations and make selection of each Care Coordinator.

Once selected, the Care Coordinator will complete a ride-along assessment with the officer to whom they will be assigned, to assess their ability to function in the team role together. If the officer does not believe they will be a good fit as a team, the officer will provide that feedback to the Chief of Police.

The City of Broken Arrow will provide funds to CREOKS as agreed to cover salaries for Care Coordinators, up to and not exceeding One Hundred and Eight Thousand Dollars (\$108,000) with the understanding that both agencies will seek grants for future funding as available.

Program Assessment

The Crisis Response Team Program will be assessed annually, and the evaluation will be conducted jointly between the Police Department and CREOKS.

The following areas, at a minimum, will be used to evaluate the Program:

1. Success of established goals and objectives;
2. An external survey of community members, primarily concerning perceptions of the community about the Program;
3. Traditional police-citizen contacts (citations, arrests, field interviews, etc.);
4. Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.);
5. Surrounding neighborhood feedback and reaction to CRT efforts to address issues concerning the affected areas of the community;
6. Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Police Department and CREOKS.

Each Care Coordinator's effectiveness in the program will be evaluated annually. CREOKS will provide input for the evaluation. This may include a recommendation to the Chief of Police that the Care Coordinator is not assigned to CRT the following year. The Chief will seriously consider the evaluation and the input of the CREOKS administrator,

and will make a good faith effort to address any concerns raised. Ultimately; however, the final decision on which Care Coordinator will be assigned as a CRT program member is within the sole discretion of the Chief of Police. This decision shall include feedback from the officer assigned with the Care Coordinator.

Effective Date and Termination

This Memorandum of Understanding is effective beginning July 1, 2025 and shall remain in effect for a period of one year from the date of execution. This Agreement shall renew automatically unless terminated by either party for any reason. Termination must be done in writing with at least thirty (30) days' notice of termination.

Notice

Notices pursuant to this Agreement may be provided to the parties as follows:

Broken Arrow Police Department
Attn: Chief of Police
Address:

CREOKS Mental Health Services, Inc.
Attn: Brent Black, CEO
2548 E. Kenosha
Broken Arrow, OK 74014

Modification; Entire Agreement

The provisions stated in this Agreement constitute the entire agreement of the Parties. No modification of this Agreement shall be valid or binding unless made in writing, duly dated and signed by both parties.

Executed and approved this _____ day of _____, 2025.

Brent Black
Chief Executive Officer
CREOKS Mental Health Services, Inc.

Debra Wimpee
Mayor, City of Broken Arrow



City of Broken Arrow

Request for Action

File #: 25-808, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute a professional services agreement with Dr. Stephanie Bradley, DVM and the City of Broken Arrow

Background:

The Animal Control Unit of the Police Department has maintained a service contract with a DVM, a state licensed veterinarian for the past nine years. Dr. Bradley will help to facilitate and further the Spay/Neuter program for the majority of animals adopted from the BA Animal Shelter. This program continues to further the City's goal of reducing unwanted pet population.

Funds have been appropriated and are available in the Police Sales Tax Fund in the amount of \$53,000. The cost of service will be billed at \$55.00 per dog neuter and \$100.00 per dog spay, \$40.00 per cat neuter and \$70.00 per cat spay, \$5.00 per heartworm test, \$15.00 per sedation only, and \$10.00 per rabies vaccination with the maximum cost to be determined by the total number of animals treated but not to exceed \$53,000.

Cost: Not to exceed \$53,000

Funding Source: Police Sales Tax Fund

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Stephanie Bradley DVM Agreement

Recommendation:

Approve and authorize the execution of a professional services agreement with Dr. Stephanie Bradley, DVM and the City of Broken Arrow

**PROFESSIONAL SERVICES AGREEMENT BETWEEN STEPHANIE BRADLEY
D.V.M. AND THE CITY OF BROKEN ARROW, OKLAHOMA**

The City of Broken Arrow (City) and Stephanie Bradley, D.V.M (hereinafter "Dr. Bradley") hereby enter into the following agreement:

WHEREAS, the City needs a licensed veterinarian for spay/neuter and rabies vaccination services at the City's Animal Shelter; and

WHEREAS, the City desires to further public education with regard to spaying and neutering of dogs and cats; and

NOW THEREFORE, in furtherance of these objectives, the City and Dr. Bradley, agree as follows:

DR. BRADLEY'S DUTIES

1. Check overall health of the animal before the Spay or Neuter.
2. Perform Spay/Neuter surgeries on the animals using the surgical procedure room located at the Broken Arrow Animal Shelter.
3. Assist in answering any and all questions asked by the owner of the animal after completion of surgery.
4. Administer the rabies vaccine shot and furnish the rabies certificate to the new owner of the animal.
5. Be available after hours to provide health care needed to animals that have been through spay/neuter surgery.
6. Be available during and after normal working hours for emergency calls on the animals that require immediate follow up care after spay/neuter surgery.
7. Provide service once per week during the term of this agreement.
8. Retain a veterinarian technician to assist as needed and is responsible for salary of the technician.

CITY'S DUTIES

1. City will provide Dr. Bradley with access to the surgical procedure room located at the Broken Arrow Animal Shelter; and
2. City will pay Dr. Bradley \$55.00 per dog neuter and \$100.00 per dog spay.
3. City will pay Dr. Bradley \$40.00 per cat neuter and \$70.00 per cat spay.
4. City will pay Dr. Bradley \$10.00 for each rabies vaccination administered, \$5.00 for each heartworm test administered and \$15.00 for sedation only.
5. City will provide all rabies vaccination certificates with Dr. Bradley's contact information.
6. The maximum cost for this contract period will not to exceed \$53,000.

NOW, THEREFORE, City and Dr. Bradley hereby enter into an Agreement on this _____ day of _____, 2025.

TERM

The term of this Agreement shall be from the 1st day of July, 2025, through the 30th day of June, 2026. Either party may terminate this Agreement by giving the other party 30 days' written notice.

NOTICE

All notices to the City shall be mailed to:

City Clerk
220 S. 1st Street
Broken Arrow, Oklahoma 74012

and all notices to Dr. Stephanie Bradley shall be mailed to:

Dr. Stephanie Bradley
8726 South Florence Avenue
Tulsa, OK 74137

CITY OF BROKEN ARROW, OKLAHOMA

By: _____
Debra Wimpee, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

By: Dr. Stephanie Bradley
Dr. Stephanie Bradley



City of Broken Arrow

Request for Action

File #: 25-809, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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

Background:

The Animal Control Unit of the Police Department has maintained a service contract with a DVM, a state licensed veterinarian for the past nine years. Dr. Wittlich will oversee the health of the animals, provide rabies checks, administer vaccinations, and ensure euthanasia procedures are conducted in the most humane manner possible. She will also consult shelter management to further the City's goal of reducing unwanted pet population.

Funds have been appropriated and are available in the Police Sales Tax Fund in the amount of \$20,400. The cost will be billed at \$100.00 per hour for professional veterinary services. The total cost of services for this contract period will not exceed \$20,400.

Cost: Not to exceed \$20,400

Funding Source: Police Sales Tax Fund

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Kristi Wittlich DVM Agreement

Recommendation:

Approve and authorize the execution of a professional services execution of a professional services agreement with Dr. Kristi Wittlich, DVM and the City of Broken Arrow

**PROFESSIONAL SERVICES AGREEMENT BETWEEN KRISTI WITTLICH D.V.M.
AND THE CITY OF BROKEN ARROW, OKLAHOMA**

The City of Broken Arrow (City) and Kristi Wittlich, D.V.M (hereinafter Dr. Wittlich”) hereby enter into the following agreement:

WHEREAS, the City needs a licensed veterinarian for consulting services at the City’s Animal Shelter; and

WHEREAS, the City’s Animal Shelter need a veterinarian to oversee the health of the animals at the City’s Animal Shelter and provide a rabies check of all animals; and

WHEREAS, the City needs a licensed veterinarian to monitor the euthanasia procedure at the shelter; and

WHEREAS, the City desires to further public education with regard to spaying and neutering of dogs and cats; and

WHEREAS, Dr. Wittlich desires to perform consulting services to the City of Broken Arrow; and

NOW THEREFORE, in furtherance of these objectives, the City and Dr. Wittlich, agree as follows:

DR. WITTLICH’S DUTIES

1. Maintain State veterinary medicine licensure in good standing in the State of Oklahoma; and
2. Oversee the overall health of the animals at the City of Broken Arrow’s Animal Shelter; and
3. Check the Animal Shelter for cleanliness and provide guidance to City employees on health and cleanliness issues; and
4. Oversee disease control at the Animal Shelter and provide a rabies check of all animals coming into the shelter; and
5. Oversee the euthanasia process and monitor the drugs used to perform euthanasia; and
6. Be available for emergencies during normal working hours; and
7. Consult with the public regarding questions on the Animal Shelter; and
8. Consult with various animal interest groups and the City Council to ensure that the Animal Shelter is operating at the highest level possible and providing the best care possible; and
9. Participate in public education regarding the need for spaying and neutering of pets; and
10. Be involved in the policy-making process with regard to spaying and neutering of animals at the Shelter; and
11. Dr. Wittlich will spend approximately 2-4 hours per week performing these duties.
12. Dr. Wittlich will supply any equipment and supplies needed to fulfill the terms of this agreement.

CITY’S DUTIES

1. City will provide Dr. Wittlich with access to all areas of the Broken Arrow Animal Shelter; and
2. City will pay Dr. Wittlich \$100.00 per hour for services rendered herein, not to exceed \$20,400.00 per contract year.

NOW, THEREFORE, City and Dr. Wittlich hereby enter into an Agreement on this _____ day of _____, 2025.

TERM

The term of this Agreement shall be from the 1st day of July, 2025, through the 30th day of June, 2026. Either party may terminate this Agreement by giving the other party 30 days' written notice.

NOTICE

All notices to the City shall be mailed to:

City Clerk
220 S. 1st Street
Broken Arrow, Oklahoma 74012

and all notices to Dr. Kristi Wittlich shall be mailed to:

Dr. Kristi Wittlich
7527 South 92nd East Ave.
Tulsa, OK 74133

CITY OF BROKEN ARROW, OKLAHOMA

By: _____
Michael Spurgeon, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

By: Kristi Wittlich
Dr. Kristi Wittlich



City of Broken Arrow

Request for Action

File #: 25-849, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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

Background:

Securing lobbying services for the City of Broken Arrow in state and federal legislative matters helps the city effectively advocate for its interests, influence public policy, and secure funding for various projects. Areas of interest include infrastructure funding, economic development, public safety, transportation, etc.

There are many projects and opportunities for legislative action and having a contracted lobbyist would make a significant difference in seeking support for specific programs and projects. A council subcommittee met with three individuals to discuss this service.

In evaluating the candidates, the committee focused on several key criteria, including experience in lobbying at primarily the state level and the ability to leverage contacts at the federal level for the city. Additionally, the committee emphasized the importance of a robust bill-tracking system and regular reporting to both the governing body and city administration.

While all three candidates brought valuable experience to the table, the committee determined that Mr. Steve Edwards was the best fit for this position. Mr. Edwards possesses extensive experience in the field with a breadth and depth of knowledge necessary to effectively represent our interests.

This will be a 12-month agreement, subject to annual renewal with services running on a fiscal-year basis.

Cost: \$5,0000 per month plus expenses

Funding Source: None

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: Lobbying Services Agreement

Recommendation:

Approve Lobbying Services Agreement with Steve Edwards to secure lobbying services for the City of Broken Arrow for state and federal legislative matters

LOBBYING SERVICES AGREEMENT

This Lobbying Services Agreement ("Agreement") is entered into on June ____, 2025, by and between the City of Broken Arrow, a municipal corporation organized under the laws of the State of Oklahoma, with its principal office at 220 South First Street, Broken Arrow, OK 74012 ("City"), and Steve Edwards, Edwards Capitol Partners, with its principal office at P.O. Box 52862, Tulsa, OK 74152 ("Consultant"). The City and Consultant are collectively referred to as the "Parties."

RECITALS

WHEREAS, the City seeks professional lobbying services to advocate on its behalf at the Oklahoma State Legislature and when requested our federal delegation to promote positive government relations, ensure effective communication, and secure successful legislative outcomes in areas including education, municipal funding, transportation, and infrastructure; and

WHEREAS, Consultant has the expertise, qualifications, and experience to provide such lobbying services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. SCOPE OF WORK

Consultant shall provide the following lobbying services to the City, consistent with the objectives:

- A. Legislative Attendance: Attend designated and mutually agreed-upon meetings of the Oklahoma State Senate and House of Representatives Standing Committees, as well as other committee and subcommittee meetings necessary to monitor and report on legislation affecting education, transportation, municipal funding, and public safety. This also includes meetings with the Oklahoma Municipal League, CTAG and other entities as requested.
- B. When requested, assist the City of Broken Arrow on federal matters to include working with our federal delegation.
- C. City Council Updates: Upon request of the City Manager or Mayor, attend Broken Arrow City Council meetings to provide status updates on legislation impacting the City.
- D. Meetings with Stakeholders: Meet with state legislators and/or state agencies regarding legislation and rules affecting the City of Broken Arrow, including coordinating meetings with various members of the state legislature and the governor's office when requested.
- E. Regular Consultations: During the Oklahoma legislative session will provide weekly reports or updates on the watch list of bills that have interest to Broken Arrow.
- F. Legislative Strategy: Develop and provide a written strategy for legislative efforts aligned with the priorities and projects specified by the City Manager or Mayor.

- G. Coalition Building: Coordinate and attend meetings with other Oklahoma municipalities when requested and provide recommendations and reports from those meetings if needed.
- H. Coordination: Collaborate as needed with any other legislative consulting firm retained by the City to ensure cohesive advocacy efforts.
- I. When the legislature is not in session, assist the City with economic development prospects and other public initiatives as requested. If there is a great deal of work required in this area Consultant should advise the City that additional compensation may be necessary and that may be negotiated.

II. TERM AND RENEWAL

- A. Initial Term: This Agreement shall commence on July 1, 2025 and end on June 30, 2026 unless it is extended by the parties.
- B. Non-Appropriation: If the City does not appropriate or budget sufficient funds to perform this Agreement in any fiscal year, this Agreement shall be null and void without further action by the City.

III. COMPENSATION

- A. Fee Structure: Consultant shall be paid a monthly retainer fee of \$5,000 for the services described in Section 1. The retainer covers all lobbying activities.
- B. Expense Reimbursement:
 - Consultant shall be reimbursed for reasonable expenses directly related to the performance of services under this Agreement, including travel, communication, and other necessary costs.
 - \$2,000 shall be set aside for the term of the contact for meals for members of the legislature and these executive agencies. Any travel, for example to Washington, D.C., would be approved by the City of Broken Arrow in advanced in writing by the City in advance. This amount may be increased to \$3,500 if requested and approved by the City Manager.
 - Consultant shall submit detailed expense reports with receipts to the City within thirty (30) days of incurring such expenses.
- C. Payment Terms:
 - The City shall pay the monthly retainer fee within thirty (30) days of receiving an invoice from Consultant. Invoices shall be submitted monthly and include a detailed summary of services performed.
 - Reimbursement for approved expenses shall be paid within thirty (30) days of receiving a complete expense report.
- D. No Additional Compensation: Consultant shall not be entitled to additional compensation or extras unless mutually agreed upon in writing by both Parties.

IV. COMPLIANCE WITH LAWS AND ETHICS

- A. Oklahoma Lobbying Laws: Consultant shall comply with all applicable Oklahoma lobbying laws, including but not limited to registration, reporting, and disclosure requirements under the Oklahoma Ethics Commission (Title 74, O.S. § 4249 et seq.). Consultant shall register as a lobbyist with the Oklahoma Ethics Commission within five (5) days of executing this Agreement, if not already registered, and shall file all required reports in a timely manner.
- B. Conflicts of Interest:
- Consultant represents that it has no existing conflicts of interest that would impair its ability to perform the services under this Agreement.
 - Consultant shall promptly disclose to the City any potential conflicts of interest that arise during the term of this Agreement, including representation of other clients with interests adverse to the City.
 - Consultant shall not engage in any activities that would create a conflict of interest with the City’s legislative objectives.
- C. Prohibition of Illegal or Unethical Practices: Consultant shall not engage in any illegal or unethical lobbying practices, including but not limited to offering or providing gifts, favors, or other inducements to public officials in violation of Oklahoma law or Ethics Commission rules.
- D. Use of Public Funds: Consultant acknowledges that the City’s use of public funds for lobbying activities is subject to limitations under Oklahoma law. Consultant shall ensure that all services provided under this Agreement comply with such limitations and shall not request or utilize funds in a manner that violates applicable laws or regulations.

V. PERFORMANCE METRICS AND CONTRACT MANAGEMENT

- A. Performance Metrics: The City and Consultant shall collaboratively develop performance metrics during contract negotiations to evaluate the effectiveness of Consultant’s services. Metrics shall focus on key priorities, such as legislative outcomes in education, municipal funding, transportation, and infrastructure. Metrics and data collection frequency shall be finalized prior to execution of this Agreement and may be adjusted as needed during the term.
- B. Contract Monitoring: Consultant shall participate in regular meetings with the City to discuss:
- Current status of performance metrics;
 - Topics of interest or concern;
 - Challenges and troubleshooting;
 - Upcoming activities; and
 - Budget and spending updates. Meetings shall occur as requested by the City.

- C. Record Retention: Consultant shall maintain all records related to this Agreement for the duration of the contract term and for three (3) years following completion or termination. Records shall be subject to inspection, examination, and copying by the City or its designees.

VI. TERMINATION

- A. Termination for Convenience: Either Party may terminate this Agreement for any reason by providing thirty (30) days' written notice to the other Party.
- B. Effect of Termination: Upon termination, Consultant shall cease all work under this Agreement and deliver all work product, records, and materials related to the services to the City. The City shall pay Consultant for services rendered and approved expenses incurred prior to the effective date of termination, subject to any offsets for damages or breaches.

VII. GENERAL PROVISIONS

- A. No Indemnification by City: The City, as a municipal corporation, shall not indemnify or hold Consultant harmless for any loss, damage, expense, or liability arising from this Agreement, including attorneys' fees and costs.
- B. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws.
- C. Oklahoma Open Records Act: Consultant acknowledges that the City is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.), and information provided under this Agreement may be subject to public disclosure.
- D. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Oklahoma. Any lawsuits arising under this Agreement shall be filed in a court of competent jurisdiction in Tulsa County, Oklahoma.
- E. Entire Agreement: This Agreement, including any documents incorporated herein, constitutes the entire agreement between the Parties and supersedes all prior agreements. Any amendments must be in writing and signed by both Parties.
- F. No Assignment: Consultant may not assign this Agreement or use subcontractors without the City's prior written consent.
- G. No Waiver: A waiver of any breach of this Agreement shall not constitute a waiver of any other provision or future breach.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF BROKEN ARROW

By: _____
Michael Spurgeon
City Manager

Date: _____

EDWARDS CAPITOL PARTNERS

By: _____
Steve Edwards
Lobbyist, Edwards Capitol Partners

Date: _____

Attachments:

- **Exhibit A: Proposal for City of Broken Arrow**



City of Broken Arrow

Request for Action

File #: 25-831, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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)

Background:

To enhance services while managing costs effectively, the Purchasing Division solicited Bid 25.159 for electric service work related to lighting repairs along the Broken Arrow Expressway (Highway 51). The contract period is from July 1, 2024, through June 30, 2025.

Invitations to bid were sent to five qualified vendors, and four responses were received. Bids were publicly opened on May 28, 2025.

Although Lighthouse Transportation Group submitted the lowest bid, with a difference of just over four dollars, the company is located in Colorado and has not previously worked with the City. In contrast, Davis H. Elliot Company Inc., a locally based provider, submitted a highly competitive bid and has a strong, established working relationship with the City of Broken Arrow.

Davis H. Elliot has consistently demonstrated reliability, responsiveness, and familiarity with the City's infrastructure. These qualities provide added value and support high-quality, uninterrupted service.

Based on overall value and past performance, staff recommends awarding the contract to Davis H. Elliot Company Inc.

Cost: Rates as set out in the agreement

Funding Source: Street Light Fund

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: Bid tab for bid #25.159, Davis H Elliot Bid Doc's

Recommendation:

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)

ATTACHMENT B
TERMS AND SIGNATURE SHEET

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

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

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

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

Date: 5/28/2025

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

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

Email: thaskins@dhec.com

Signature: *T. S. Haskins* Official Title: Sr. Vice President

Please print or type name clearly: Tyler S. Haskins

Telephone: 918-455-8630 Fax Number: _____

Federal Tax ID Number: 54-0458233

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

Commission Expires: 10/31/2026

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



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

**ATTACHMENT C
REFERENCES**

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

(1) Customer Name: PSO

Telephone: 918-638-4462

Contact Name: Sobronia Conley

Title: CONTRACT COORDINATION MGR

Address: P.O. BOX 201 TULSA, OKLAHOMA 74102-0201

City

State

Zip Code

Email Address: _____

(2) Customer Name: CREC

Telephone: 918-285-6452

Contact Name: Shawn Jones

Title: Construction Superintendent

Address: 3305 S Boomer Rd, Stillwater, OK 74074

City

State

Zip Code

Email Address: _____

(3) Customer Name: Indian Electric

Telephone: 918-223-1297

Contact Name: Jeremy Turner

Title: Operations Superintendent

Address: 2506 US-64, Cleveland, OK 74020

City

State

Zip Code

Email Address: _____

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Virginia

COUNTY OF: Botetourt

Tyler S. Haskins

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

n/a

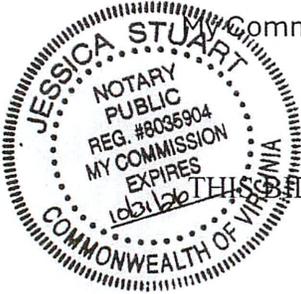
For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties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

X 

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

Commission Expires: 10/31/2026


Notary Public (or Clerk or Judge)
Jessica Stuart



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

**ATTACHMENT E
PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Virginia

COUNTY OF: Botetourt

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

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

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

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

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

X *Tyler S. Haskins*

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

My Commission Expires: 10/31/2026

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



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



City of Broken Arrow

Request for Action

File #: 25-772, Version: 1

**Broken Arrow City Council
Meeting of: June 16, 2025**

Title:

Approval of and authorization to execute a professional services contract, fourth renewal, with First Responder Support Services, PLLC to provide behavioral health services (counseling, training, and consultation) to all employees of the Broken Arrow Fire Department

Background:

In order to sustain the best level of behavioral health services to fire department employees, we propose renewing a contractual agreement with First Responder Support Services (FRSS). FRSS is the area's recognized industry leader for first responder behavioral health service. If approved, FRSS will provide services to all employees of the fire department. This includes non-sworn employees as well as 3 sessions for retirees.

Service includes in part: Unlimited counseling provided by licensed mental health therapists trained in preventative mental health, shift work, sleep deprivation, trauma treatment, alcohol and substance abuse, marital counseling, family therapy, stress management, performance enhancement, and critical incident response. Counseling eligibility includes fire department employees and their immediate family members, i.e. spouses and minor children (10 to 20 years of age). Training services may include support of academy training, supervisory training, and ongoing training for our Peer Support Team. Further, the renewal agreement with FRSS will include critical incident response as appropriate.

Counseling services are provided on a voluntary basis under a capitated model for public safety personnel and their immediate family members. No mandatory referrals are accepted and FRSS is not part of the department's chain of command. FRSS operates from a preventative, strengths-based model and does not report to any 3rd parties nor diagnose clients. These measures help ensure privacy and reduce the stigma associated with first responders seeking help.

FRSS' continuum of services exceeds best practice recommendations in behavioral health services to public safety personnel. FRSS works exclusively and only with public safety personnel. FRSS' therapists have combined experience of over 40 years in this specialty and have the unique expertise to help first responders, their families and their departments thrive.

Cost: \$69,840.00

Funding Source: Public Safety Sales Tax

Requested By: Jeremy Moore, Fire Chief

Approved By: City Manager's Office

Attachments: FRSS Renewal Agreement

Recommendation:

Approve and authorize the execution of a professional services contract, fourth renewal, with First Responder Support Services PLLC to provide behavioral health services (counseling, training, and consultation) to all employees of the Broken Arrow Fire Department.

FOURTH RENEWAL AGREEMENT

THIS FORTH RENEWAL AGREEMENT is effective July 1, 2025, made by and between the **CITY OF BROKEN ARROW, OKLAHOMA**, 1101 N. 6th Street, Broken Arrow, OK 74012 (“City”) and, **FIRST RESPONDER SUPPORT SERVICES, PLLC** an Oklahoma Corporation, 1612 S. Harvard, Tulsa, Oklahoma, 74112 (“FRSS”).

WITNESSETH:

WHEREAS the parties entered into a Master Services Agreement (the "Agreement") dated April 7, 2022, relating to Behavioral Health Services for the Broken Arrow Fire Department. (BAFD). Said Agreement covers the period commencing May 1, 2022, to and including June 30, 2022; and

WHEREAS the parties entered into a FIRST RENEWAL AGREEMENT thereby extending the Agreement between the parties for the period July 1, 2022, to and including June 30, 2023; and

WHEREAS the parties entered into a SECOND RENEWAL AGREEMENT thereby extending the Agreement between the parties for the period July 1, 2023, to and including June 30, 2024; and

WHEREAS the parties entered into a THIRD RENEWAL AGREEMENT thereby extending the Agreement between the parties for the period July 1, 2024, to and including June 30, 2025; and

WHEREAS the parties desire to renew the Agreement for an initial one (1) year period as set forth in SECTION IV –INITIAL TERM AND METHOD OF RENEWAL; and

NOW THEREFORE, the parties agree to renew and extend the term of the above-described Agreement for the period July 1, 2025, to and including June 30, 2026, all according to the terms, covenants, and conditions set forth in the original Agreement between the parties, except as amended by the following provision:

SECTION II - METHOD OF PAYMENT:

In consideration for the Services provided to the BAFD, the City shall pay to FRSS for the period July 1, 2025, to and including June 30, 2026, the annual sum of \$69,840.00 to be paid in twelve equal payments of \$5,820.00 due monthly with the first payment due on July 15, 2025, or two payments of \$34,920.00 due on July 31, 2025, and January 31, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above for the term stipulated herein.

“City”
City of Broken Arrow,
a Municipal Corporation

By: _____

Title: _____

“FRSS”
First Responder Support Services, PLLC

By: 

Dana Mugavero
Managing Member



City of Broken Arrow

Request for Action

File #: 25-799, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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)

Background:

The Rose District Plaza was originally built in 2007 and has served the community for events and public gatherings with the current infrastructure. In 2024 and 2025, the City acquired the grain elevator and associated land on the West side of the plaza with plans to expand the existing urban plaza and market space with new amenities and upgraded facilities.

Following a selection process that included Broken Arrow Parks Department, TED Department, Maintenance Department, and Engineering & Construction Department, staff members selected FSB for this Master plan project.

City Staff negotiated an agreement with the firm to prepare a Master Plan report, images, and cost estimate to help with future planning of the project completion for \$56,338.

Cost: \$56,338.00

Funding Source: Engineering & Construction Professional Services

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

Approved By: City Manager's Office

Attachments: Professional Consultant Agreement

Recommendation:

Approve and authorize execution of 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)

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
FOR
ROSE DISTRICT PLAZA - FARMER'S MARKET PHASE II
PROJECT 2417300**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Frankfurt-Short-Bruza-Associates, P.C., (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to develop a Master Plan for the Broken Arrow Farmer's Market (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITTAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and
 - 24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and
 - 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
 - 24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.
- 24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow
 485 N. Poplar Avenue
 Broken Arrow, OK 74012
 Contact: Mr. Charlie Bright, PE
 Director of Engineering and Construction

CONSULTANT: Frankfurt-Short-Bruza-Associates, P.C.
 5100 E Skelly Drive, Suite 920, Tulsa, OK 74135
 405.840.2931

 Contact Name: Ryan Dawson, AIA, NCARB, MBA
 Principal

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

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**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
FOR
ROSE DISTRICT PLAZA - FARMER'S MARKET PHASE II
PROJECT 2417300**

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare a master plan for advertising and budgeting purposes for future development and expansion of the Broken Arrow Farmers Market. These documents shall include, but not be limited to, the following: documentation of existing conditions and utilities; diagrammatic layouts of master plan including site plans, axonometric diagrams, and exterior renderings; strategy for branding and storytelling; conceptual programming for Plaza; conceptual cost estimate with possible phasing options. Reference Exhibit A, Fee Proposal.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has (\$TBD) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

- 2.1 The project consists of a master plan for project site from S Main Street to S Ash Ave and W El Paso St to the railroad tracks. The master plan will include: site plans, axonometric diagrams, and exterior renderings. Reference Exhibit A, Fee Proposal.
- 2.2 City will provide Geotechnical Report (Soils Report), and site survey.
- 2.3 CONSULTANT will provide project cost estimates.
- 2.4 CONSULTANT will prepare promotional materials of this project that will be used in the upcoming Broken Arrow Bond.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
 - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
 - 3.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

- 3.2 PROGRAMMING PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.2.1 Programming workshops with OWNER and key stakeholders
 - 3.2.2 Develop program to align with Project goals
 - 3.2.3 Review proposed program with the OWNER
 - 3.2.4 Incorporate OWNER feedback into proposed program
 - 3.2.5 Submit final program for OWNER review via email or Flash Drive.

- 3.3 CONCEPTUAL DESIGN PHASE: Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.3.1 Conceptual design charette OWNER and key stakeholders
 - 3.3.2 Develop conceptual design to align with Project goals and OWNER input
 - 3.3.3 Review proposed design concept with the OWNER
 - 3.3.4 Incorporate OWNER feedback and refine proposed conceptual design.
 - 3.3.5 Submit final conceptual design for OWNER review via email or Flash Drive.

- 3.4 FINAL SUBMITTALS
 - 3.4.1 Incorporate final review comments and furnish one (1) complete set of drawings, one (1) unbound set of 11" x 17" drawings, and one (1) set of final drawings on electronic media (PDF format).

- 3.5 BOND ASSISTANCE PHASE:
 - 3.5.1 Not applicable. Scope to be determined at a later date.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
FOR
ROSE DISTRICT PLAZA - FARMER'S MARKET PHASE II
PROJECT 2417300**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the Second day of June, 2025.

- 1.0 MASTER PLANS:** The CONSULTANT shall submit in-full, the master plans in accordance with City requirements.
- 2.0 COST ANALYSIS:** The CONSULTANT shall submit in-full, a cost estimate analysis containing estimates and long term projections
- 3.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.
 - 4.1 Not applicable.
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, all documents in accordance with City requirements.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
FOR
ROSE DISTRICT PLAZA - FARMER'S MARKET PHASE II
PROJECT 2417300**

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

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

- 1.1 Programming Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 24,205.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Conceptual Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 29,633.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of April 1, 2025 for architectural / engineering services.

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
FOR
ROSE DISTRICT PLAZA - FARMER'S MARKET PHASE II
PROJECT 2417300**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

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

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
FOR
ROSE DISTRICT PLAZA - FARMER'S MARKET PHASE II
PROJECT 2417300**

PROJECT SCHEDULE

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

1.0 PRELIMINARY DESIGN PHASE:

- 2.1 Notice to Proceed: June 2, 2025
- 2.2 Programming Workshop(s): June 9 – 20, 2025
- 2.3 Program Development: June 23 – July 4, 2025
- 2.4 Submit Final Program for Owner Review: July 8, 2025
- 2.5 Owner Review: July 9 – July 18, 2013

2.0 FINAL DESIGN PHASE:

- 2.1 Notice to Proceed: July 21, 2025
- 2.2 Conceptual Design Charette: July 25, 2025
- 2.2 Conceptual Design: July 28, 2025 – August 8, 2025
- 2.5 Concept Review Meeting: August 10, 2025
- 2.6 Concept Refinement: August 11 – 18, 2025
- 2.7 Submit Final Conceptual Design: August 19, 2025
- 2.8 Owner Review: August 20 – September 1, 2025

3.0 FINAL MASTER PLAN: To be submitted within 30 days after OWNER provides contractor red-lines to CONSULTANT upon completion of construction.



May 23, 2025

Ms. Shannon Marshall
Special Projects Division Manager
City of Broken Arrow
220 South First Street
Broken Arrow, Oklahoma 74012

Re: Broken Arrow Rose District Master Plan Design Services Proposal

Dear Ms. Marshall:

Frankfurt-Short-Bruza Associates, P.C. (FSB) is pleased to provide this proposal for design services for the Master Plan of the Rose District Plaza in Broken Arrow, Oklahoma. The Rose District Plaza is the heart of downtown Broken Arrow—a vibrant, multi-use civic space that blends heritage with community pride. It is our understanding that the City seeks to:

- Reinforce the Rose District as a cultural and economic anchor
- Enhance the functionality and appeal of the Museum and Farmer's Market site
- Create a bold yet implementable master plan package in advance of a bond election
- Integrate community, cultural, and seasonal events such as Rooster Days and winter skating into the programming
- Address infrastructure needs (e.g., burying overhead electrical lines, access upgrades, new restrooms)

This plan will guide the evolution of a site that includes iconic features (grain silo, splash pad, Farmer's Market, museum, etc.), supports a myriad of programming and events.

Scope of Services

FSB proposes the following key phases:

Phase 1: Programming

- Site visits, context analysis, and stakeholder interviews
- Programming workshops with TED, Parks, Maintenance, and City Leadership
- All-day stakeholder charrette to identify project goals, design components, etc.
- Existing conditions documentation, including site survey and utilities review

Phase 2: Conceptual Design

- Visioning workshops and urban design framework
- Integration of event infrastructure (shade, stage, lighting, vendor spaces)
- Evaluation of traffic, pedestrian access, and infrastructure needs
- Visual masterplan package with site plan, axon diagrams, renderings
- Strategy for branding and storytelling ("storybook" style)
- Conceptual programming for Plaza area
- Cost estimate and possible phasing options

Project Roles & Responsibilities

FSB | Design Lead

- Lead overall project management and coordination
- Provide architectural programming and conceptual design
- Placemaking, master plan vision packaging
- Assemble final deliverable package

Kimley Horn | Civil Engineer and Landscape

- Civil engineering and landscape architecture
- Support site design for campus master plan
- Infrastructure assessment and strategy

White & Associates | Cost Estimator

- Develop pricing for finalized Design Concept

Fee Summary

Please note that the proposed fees are based on our current understanding of the project's size and scope, as discussed to date. Should significant changes to the scope or budget arise, we will be happy to revisit the fee structure in collaboration with your team.

Phase	Fee
Phase One: Programming	\$ 24,205
Phase Two: Conceptual Design	\$ 29,633
Total Design Fee	\$ 56,338

Conclusion

We believe this project represents an opportunity to create a space that honors Broken Arrow's legacy while shaping an inviting, vibrant future. Our team is deeply invested in collaborating with the City to define and package a vision that is both bold and buildable.

We hope this proposal meets your expectations, but please feel free to contact us if you have any questions or require additional information. We look forward to your feedback and are prepared to initiate work upon approval.

Let's grow something unforgettable—together.

Sincerely,

FRANKFURT-SHORT-BRUZA ASSOCIATES, P.C.



Ryan Dawson, AIA, NCARB, MBA
Principal

FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
CONSULTANT'S COMPENSATION FOR SERVICES
Hourly Rates Effective April 1, 2025

<u>PROFESSIONAL STAFF</u>	<u>HOURLY RATES</u>
Principal	\$267.00
Project Manager, Senior	\$202.00
Project Manager	\$167.00
Project Coordinator	\$106.00
Mechanical Engineer, Senior	\$172.00
Mechanical Engineer	\$133.00
Mechanical EIT	\$125.00
Mechanical Designer	\$120.00
Plumbing Designer	\$108.00
Architect, Senior	\$192.00
Architect	\$138.00
Architectural Designer	\$120.00
Licensed Interior Designer, Senior	\$198.00
Interior Designer	\$112.00
Structural Engineer, Senior	\$184.00
Structural Engineer	\$148.00
Structural EIT	\$117.00
Structural Designer	\$113.00
Fire Protection Engineer, Senior	\$162.00
Fire Protection Engineer	\$145.00
Fire Protection Designer	\$127.00

FSB ARCHITECTS + ENGINEERS

Electrical Engineer, Senior	\$177.00
Electrical Engineer	\$140.00
Electrical EIT	\$125.00
Electrical Designer	\$123.00
<u>Communication Specialist/RCDD</u>	<u>\$130.00</u>
Construction Representative, Senior	\$188.00
Construction Representative	\$145.00
Specification Writer	\$127.00
Clerical, Senior	\$105.00
Clerical	\$75.00



City of Broken Arrow

Request for Action

File #: 25-854, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-25**

Title:

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

Background:

The current City of Broken Arrow Golf Course Management Services Agreement with Greenway Golf Partners, LLC on City owned land known as Battle Creek Golf Course became effective July 1, 2016 and includes a 5-year renewal term. Four additional renewal years were added to the 2021 Professional Management Services Agreement renewal.

Greenway Golf Partners, LLC has managed Battle Creek Golf Course on behalf of the City of Broken Arrow since September 1, 2006. Greenway continues to provide quality services and operations for the City of Broken Arrow.

The City and Greenway wish to renew the Golf Course Professional Management Services Agreement for the period of July 1, 2025 through June 30, 2026.

Cost: 4.5% of gross revenues

Funding Source: Fund 40 Battle Creek Golf Course

Requested By: Matt Hendren, Parks and Recreation Director

Approved By: City Manager's Office

Attachments: Greenway Agreement Renewal 2025

Recommendation:

Approve and authorize execution of renewal of the City of Broken Arrow Golf Course Management Services Agreement with Greenway Golf Partners, LLC on City owned land known as the Battle Creek Golf Course.

**NINTH RENEWAL AND AMENDMENT TO CITY OF BROKEN ARROW GOLF COURSE
PROFESSIONAL MANAGEMENT SERVICES AGREEMENT**

This Ninth Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement (the "Amendment"), dated June 16, 2023, is entered into by and between THE CITY OF BROKEN ARROW, OKLAHOMA, an Oklahoma municipal corporation (together with its successors and assigns, the "City"), and Greenway Golf Partners, L.L.C., an Oklahoma Limited Liability Company, (together with its successors and assigns, the "Greenway"). Terms used and not otherwise defined in this Ninth Renewal and Amendment shall be defined in the Agreement.

RECITALS:

WHEREAS, on July 1, 2016, City and Greenway Golf Associates, Inc. entered into a City of Broken Arrow Golf Course Professional Management Services Agreement ("Agreement"); and

WHEREAS, on June 13, 2017, City and Greenway Golf Associates, Inc. executed the Renewal of the City of Broken Arrow Golf Course Professional Management Services Agreement, which renewed the Agreement through the period from July 1, 2017 through June 30, 2018; and

WHEREAS, on May 25, 2018, City and Greenway Golf Associates, Inc. executed the Renewal of the City of Broken Arrow Golf Course Professional Management Services Agreement, which renewed the Agreement through the period from July 1, 2018 through June 30, 2019; and

WHEREAS, on September 18, 2018, City, Greenway Golf Associates Inc. and Greenway Golf Partners LLC executed the Consent to Assignment Agreement, which assigned all rights and obligations under the Agreement from Greenway Golf Associates Inc. to Greenway Golf Partners LLC; and

WHEREAS, on June 3, 2019, City and Greenway executed the Second Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement, which (1) renewed the Agreement through the period from July 1, 2019 through June 30, 2020, (2) amended Section 2.4 of the Agreement, and (3) repealed Section 6.2 of the Agreement in its entirety; and

WHEREAS, City and Greenway agree the title of the June 3, 2019 renewal, identified immediately above, is a scrivener's error and that such renewal was, in fact, the third renewal of the Agreement; and

WHEREAS, on June 15, 2020, City and Greenway executed the Fourth Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement, which (1) renewed the Agreement through the period from July 1, 2020 through June 30, 2021, (2) amended Section 2.4 of the Agreement, and (3) repealed Section 6.2 of the Agreement in its entirety; and

WHEREAS, on May 18, 2021, City and Greenway executed the Fifth Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement, which (1) renewed the Agreement through the period from July 1, 2021 through June 30, 2022, (2) amended Section 2.4 of the Agreement, (3) amended Section 6.1 of the Agreement, (4) amended Section 7.1.1 of the Agreement, (5) repealed Section 7.1.1.2 of the Agreement in its entirety, and (6) added a Section 7.4 to the Agreement; and

WHEREAS, on June 20, 2022, City and Greenway executed the Sixth Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement, which (1) renewed the Agreement

through the period from July 1, 2022 through June 30, 2023, (2) amended Section 2.4 of the Agreement, and

WHEREAS, on June 19, 2023, City and Greenway executed the Seventh Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement, which (1) renewed the Agreement through the period from July 1, 2023 through June 30, 2024, (2) amended Section 2.4 of the Agreement, and

WHEREAS, on July 15, 2024, City and Greenway executed the Eighth Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement, which (1) renewed the Agreement through the period from July 1, 2024 through June 30, 2025, (2) amended Section 2.4 of the Agreement, and

WHEREAS, City and Greenway wish to renew the Agreement, as amended, to become effective July 1, 2025 through June 30, 2026; and

WHEREAS, further, the parties have mutually agreed it is beneficial to renew and amend said Agreement; and

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein and in the Agreement, as amended, and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree to the following:

ARTICLE A RENEWAL AND AMENDMENT TO AGREEMENT

A.1 Renewal. City and Greenway hereby agree to renew the Agreement, as amended, to be effective from July 1, 2025 through June 30, 2026.

A.2 Amendment to Section 2.4 of the Agreement: Section 2.4, Contract Year term is hereby amended to read as follows:

2.4 **Contract Year**: The period beginning on July 1, 2025, and ending on the following June 30, 2026.

ARTICLE B CONTINUING TERMS OF AGREEMENT

B.1 Except as amended hereby, all terms of the Agreement, as previously amended, remain in full force and effect without modification or change. The Agreement, as amended by this Amendment and previously, is in all respects ratified and confirmed, and the Agreement, as so amended by this Amendment and previously, shall be read, taken and construed as one and the same instrument.

-Signatures on Following Pages-

IN WITNESS WHEREOF, each of the parties has caused this Ninth Renewal and Amendment to be executed by its duly authorized officials and its official seal to be impressed hereon, as of the date first above written.

THE CITY OF BROKEN ARROW,
a municipal corporation

ATTEST: (SEAL)

By: _____
Mayor Debra Wimpee

By: _____
City Clerk

Approved as to Form:

Rachupala
Attorney for City

Greenway Golf Partners, LLC.
An Oklahoma Limited Liability Company

By: Ker Campbell

Verification

State of Texas)

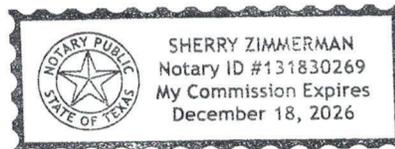
) ss:

County of Liano)

Before me, A Notary Public, on this 4th day of June, 2025, personally appeared Kenneth Campbell as Managing Director of Greenway Golf Partners, LLC an Oklahoma Limited Liability Company, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Sherry Zimmerman
Notary Public

My Commission Expires: 12-18-2026





City of Broken Arrow

Request for Action

File #: 25-825, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute an Inter-local Agreement with Independent School District No. 9 (Union Public School District) for school crossing guards

Background:

Independent School District No. 9 (The Union Public School District), has several schools within the City of Broken Arrow. In order to ensure the safety of students, the City has agreed to enter into this Inter-Local Agreement to assist the Union Public School District by providing funding for crossing guards at several locations. The selected locations take into account the vehicle traffic patterns of the city and the pedestrian patterns of school children. The School District will hire, train, supervise and equip the crossing guards.

Cost: \$3,600.00

Funding Source: Public Safety Sales Tax fund

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Inter-local Agreement between Union Public Schools and the City of Broken Arrow

Recommendation:

Approve the Inter-Local Agreement with the Union Public Schools for the school crossing guards and authorize its execution

INTERLOCAL AGREEMENT BETWEEN
THE UNION SCHOOL DISTRICT & THE CITY OF BROKEN ARROW

Independent School District #9 of Tulsa, Oklahoma, a/k/a Union School district ("Union"), and the city of Broken Arrow, a municipal corporation ("City"), hereby enter into the following Inter-local Agreement, pursuant to 74 O.S. §1001. Union provides transportation services and devises other means of access for school children attending school within the district, and for financial reasons needs to alter the transportation program from time to time. Such alterations naturally impact the number of children walking to school, and the routes taken by those children. The city has provided school crossing guard services at several significant intersections between the vehicle traffic programs of the city and the pedestrian traffic patterns created by school children, in order to improve the general public safety at these locations.

The parties believe that significant savings may be accomplished, and a more efficient use of the crossing guards may be achieved if the program is administered by Union.

The duration of this Inter-local Agreement is from July 1, 2025 through June 30, 2026, with annual options to renew, contingent upon funding, from year to year thereafter. No separate legal or administrative entity is created hereby. All administrative services will be provided by Union through Union's Superintendent or a designee. The City shall pay Union the sum of Three Thousand Six Hundred Dollars (\$3,600.00) within thirty (30) days of the execution of this Inter-local Agreement. Union will use this sum and such additional monies as Union may budget for the hiring, training, supervision, and the equipping of three (3) school crossing guards at various sites within the City, serving the Union Elementary Schools within the City, as determined by Union. The city agrees to provide basic training of new guards, as the need for such training becomes apparent to the parties hereto. Such training shall be without charge.

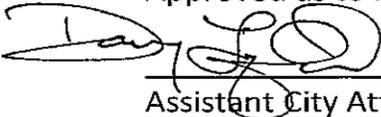
It is understood by all parties that school crossing guards are not police officers and have no police powers. The school crossing guards may wear safety equipment or uniforms, which provide for appropriate recognition and protection of the school crossing function but shall not wear any item that attempts to wrongly identify the school crossing guard as a police officer.

In the event that either party desires to terminate this Inter-local Agreement, the party desiring to terminate will notify the other party with reasonable promptness after the decision has been made. Such decisions will normally take place before June 30 of each calendar year as the result of changes in governmental priorities and budgetary concerns.

All personal property acquired by Union in the implementation of this program shall be the sole and separate property of Union, acquired, held, and disposed of at its sole discretion.

This Agreement shall be governed by the laws of the State of Oklahoma.

Approved as to Form



Assistant City Attorney

The City of Broken Arrow

City Manager

Attested:

City Clerk

President, Board of Education
Union School District

State of Oklahoma

)ss.

County of Tulsa

The foregoing instrument was executed before me this _____ day of _____ 2025, by

_____ the Board President of the Union School District.

Witness my hand and the official seal affixed the day and year first above written.

My Commission Expires: _____

Notary Public



City of Broken Arrow

Request for Action

File #: 25-817, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute renewal to Infinity Fire for Annual Fire Protection Equipment Services and Maintenance for the Maintenance Department

Background:

The City of Broken Arrow, through the Maintenance Services department, has sought proposals for Annual Fire Protection Equipment Services and Maintenance. The Purchasing Department issued Request for Proposal Packet 24.150, and after evaluating the proposals, it was determined that Infinity Fire submitted the most advantageous bid for the City. The request for proposal includes options for contract renewals, contingent on the approval of the Broken Arrow City Council.

This submission marks the first renewal request of the contract, with three additional renewals available in the future.

Cost: Stated in Proposal

Funding Source: Multiple Funding Sources

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Bid Renewal City Council (Infinity Fire); Signed-Renewal_City_Council_Agenda_25-817-Annual_Fire Protection Services & Maintenance, 24.150 bid tab

Recommendation:

Approval of and authorization to execute renewal to Infinity Fire for Annual Fire Protection Equipment Services and Maintenance for the Maintenance Department



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:	Infinity Fire LLC
Original RFP Number:	24.150
RFP Title Name:	Annual Fire Protection Equipment Services and Maintenance
Original Award Date:	07/01/24
Current Contract Term:	07/01/2024 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)	INFINITY FIRE, LLC
Authorized Signature:	<i>[Handwritten Signature]</i>
Printed Name and Title of Person Signing:	GARY C. JONES CHIEF OPERATING OFFICER
Date:	05/20/2025
Company Address:	104 S. 109 th E. Place Tulsa, OK 74128

Broken Arrow Municipal Authority

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



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:	Infinity Fire LLC
Original RFP Number:	24.150
RFP Title Name:	Annual Fire Protection Equipment Services and Maintenance
Original Award Date:	07/01/24
Current Contract Term:	07/01/2024 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:

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End Date of New Contract Term:	06/30/2026



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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)	INFINITY FIRE, LLC
Authorized Signature:	<i>[Handwritten Signature]</i>
Printed Name and Title of Person Signing:	GARY C. JONES CHIEF OPERATING OFFICER
Date:	05/20/2025
Company Address:	104 S. 109 th E. Place Tulsa, OK 74128

Broken Arrow Municipal Authority

Authorized Signature:	<i>Debra Wimpee</i>	
Printed Name and Title of Person Signing:	Debra Wimpee	Mayor
Date:	6/11/2025	

Danny Littlefield, Jr.
 Danny Littlefield, Jr.
 Deputy City Attorney
 6/11/2025

Curtis Green
 Curtis Green
 City Clerk
 6/12/2025



Bid # 24.150 - Annual Fire Protection Equipment Service and Maintenance			APS Fire Co	INFINITY FIRE
	Units	Description	Per Unit	Per Unit
		Annual Fire Extinguishers and Tag	-	-
1	2.5	ABC OR BC	7.50	4.50
2	5	ABC OR BC	7.50	4.50
3	10	ABC OR BC	7.50	4.50
4	20	ABC OR BC	7.50	4.50
5	5	CO2	7.50	4.50
6	10	CO3	7.50	4.50
7	15	CO4	7.50	4.50
8	20	CO5	7.50	4.50
9	2.5	HALON	7.50	4.50
10	5	HALON	7.50	4.50
11	9	HALON	7.50	4.50
12	13	HALON	7.50	4.50
13		Five Year Maintenance		
14	5	C02	74.00	50.00
15	10	C03	99.00	60.00
16	15	C04	119.00	75.00
17	20	C05	139.00	90.00
18		Six Year Maintenance		
19	2.5	ABC OR BC	30.49	20.00
20	5	ABC OR BC	37.49	25.00
21	10	ABC OR BC	52.99	30.00
22	20	ABC OR BC	68.00	40.00
23	2.5	HALON	86.99	40.00
24	5	HALON	86.99	45.00
25	9	HALON	86.99	50.00
26	13	HALON	86.99	55.00
27		Hydrostatic Testing of Extinguishers		
28	2.5	ABC OR BC	40.00	22.00
29	5	ABC OR BC	58.99	32.00
30	10	ABC OR BC	68.49	38.00
31	20	ABC OR BC	93.99	50.00
32	5	CO2	109.00	50.00
33	10	CO2	129.00	60.00
34	15	CO2	149.00	75.00
35	20	CO2	179.00	90.00
36	2.5	HALON	115.95	50.00
37	5	HALON	115.95	60.00
38	9	HALON	115.95	70.00
39	13	HALON	115.95	80.00
40	5	HALON	115.95	NA
41		Fire Extinguisher Refills & Additional Charges		
42	2.5	ABC OR BC	31.00	18.00
43	5	ABC OR BC	59.00	21.00
44	10	ABC OR BC	79.00	14.00
45	20	ABC OR BC	109.00	35.00
46	5	CO2	49.00	50.00
47	10	CO3	62.00	60.00
48	15	CO4	76.00	75.00
49	20	CO5	89.00	90.00
50	2.5	HALON	Market \$	43.00
51	5	HALON	Market \$	43.00
52	9	HALON	Market \$	43.00

53	13	HALON	Market \$	43.00
54	1	PULL RINGS	3.19	\$0.00
55	1	O RINGS	3.18	\$0.00
56	1	TAMPER SEALS	2.09	\$0.00
57	1	VALVE STEMS	14.90	\$0.00
58	1	SIPHON TUBES	16.45	N/A
59	1	GUAGES	N/A	N/A
60	1	HANDLES	N/A	N/A
61	1	VALVE TEM O RING	Included	N/A
62		Kitchen Range Hood Systems		
63	1	SEMI ANNUAL RANGE HOOD INSPECTION	189.00	100.00
64	1	ANSUL WET SYSTEM RECHARGE	136.96	700.00
65	1	HYROSTATIC TESTING OF SYSTEM BOTTLES	71.99	40.00
66	1	ANNUAL REPLACEMENT OF FUSIBLE LINKS	5.99	11.50
67	1	Fire Sprinkler Systems		
68	1	ANNUAL INSPECTION PER UNIT	200.00	150.00
69	1	FIVE YEAR INSPECTION PER UNIT	843.00	700.00
70	1	FIRE PUMP INSPECTION PER UNIT	950.00	600.00
71	1	Fire Alarm Inspection		
72		FIRE ALARM SYSTEMS ANNUAL INSPECTIONS PER UNIT	275.00	150.00
73		Maintenance and Minor Repairs		
74		KITCHEN RANGE HOOD SYSTEMS & REPAIR LABOR PER HR	125.00	95.00
75		OVERTIME PER HR	125.00	142.50
76	1	PERCENTAGE MARKUP OF CONTRACTORS COST FOR PARTS	35%	15%
77		SPRINKLER SYSTEM MAINTENANCE & REPAIR LABOR PER HR	132.50	100.00
78		OVERTIME PER HR	132.50	150.00
79		PERCENTAGE MARKUP OF CONTRACTORS COST FOR PARTS	35%	15%
80		ALARM SYSTEM MAINTENANCE & REPAIR LABOR PER HR	150.15	95.00
81		OVERTIME PER HR	15.15	142.50
82		PERCENTAGE MARKUP OF CONTRACTORS COST FOR PARTS	35%	15%

NOTES: Request for Bid #24.150 was sent out to four (4) Vendors with two (2) Vendors responding. This was advertised on the City Website as well as the Tulsa World.

There was a mandatory pre bid meeting on May 13th 2024. Only two vendors attended the meeting.

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

May 30th, 2024

Ryan Baze General Services Director



City of Broken Arrow

Request for Action

File #: 25-814, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute renewal of LarMar Industries for Generator Service and Repair for the Utilities Department

Background:

The City of Broken Arrow, through the Maintenance Services department, has sought proposals for Generator Service and Repair at 17 lift stations to ensure compliance with DEQ requirements, enhance service and reliability, and secure a 2-hour emergency response time. The Purchasing Department issued Request for Proposal Packet 24.124, which was sent to multiple companies. The City of Broken Arrow received six quotes in response. After evaluating the proposals, it was determined that LarMar Industries submitted the most advantageous bid for the City. The request for proposal includes options for contract renewals, contingent on the approval of the Broken Arrow Municipal Authority.

This submission marks the first renewal request of the contract, with three additional renewals available in the future.

Cost: \$34,400

Funding Source: 2205415-540280

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: RFP 24.124 Bid Tab Generator Service and Repair, RFP 24-124 LarMar Industries, LarMar Annual Council Renewal

Recommendation:

Approve and authorize execution of renewal of LarMar Industries for Lift Station Generator Service and Repair for the Utilities Department

RFP 24.124

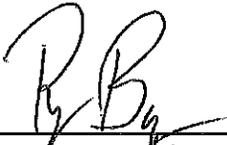
Generator Services

RFP Opening Date: 02/28/24

Vendor	Description	Cost (4 MTH)	Cost (12 MTH)
Cummins	Generator Service & Repair	\$25,250.00	\$54,650.00
Lamar Industries	Generator Service & Repair	\$26,000.00	\$34,400.00
United Engines	Generator Service & Repair	\$26,980.00	\$51,700.00
Emergency Power	Generator Service & Repair	\$28,881.65	\$49,537.65
Clifford Power	Generator Service & Repair	\$30,192.00	\$58,804.00
Entech	Generator Service & Repair	\$38,461.02	\$59,208.60

NOTE: RFP 24.124 was sent to five (5) vendors, with six (6) 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: 4-12-24

REQUEST FOR PROPOSAL FOR GENERATOR SERVICE AND REPAIR

SCOPE OF WORK: Please provide a proposal to perform planned maintenance and inspection of the listed generators.

	Generator	Location Name	Address	Kilowatts
1	ACLS	ADAMS CREEK LIFT STATION	6600 S. 241ST E AVE	240
2	ACLS2	ADAMS CREEK LIFT STATION 2	2950 N 37TH ST	600
3	BWLS	BERWICK LIFT STATION	6222 W DURHAM ST	30
4	CBL5	CAMBRIDGE LIFT STATION	8356 WRIGHT AVE	40
5	CL SEW	COUNTY LINE LIFT STATION	5400 N 193RD	200
6	EXLS	EXPRESSWAY LIFT STATION	1313 N 6TH	40
7	ISLS	INDIAN SPRINGS LIFT STATION	136000 S 145TH ST	150
8	ORLS	ONEATA ROAD LIFT STATION	6701 E KENOSHA	45
9	SH1	STONE HORSE 1 LIFT STATION	7506 S INDIANWOOD S AVE	100
10	SPLS	SOUTH PARK LIFT STATION	6701 S ELM PL	29
11	STLS	SHADOW TRAIL LIFT STATION	4213 W WINSTON ST	100
12	TBKLS	TIMBER BROOK LIFT STATION	6554 S 232ND E AVE	20
13	TBLS	TURNBERRY LIFT STATION	3515 E DEARBORN ST	20
14	WILS	WINDSOR LIFT STATION	1709 W MIAMI	35
15	WSLS	WELLSTONE LIFT STATION	7751 E KENOSHA ST	50
16	209LS2	209TH LIFT STATION	4501 E KENOSHA ST	200
17	GEN CSLS	CREEK SIDE LIFT STATION	1424 N 70TH ST 71ST AND 54TH	80

Contractor Requirements:

- 2-Hour On-Site Emergency Response Time.
- 1-On call technicians available 24 hours a day, 7 days a week, 365 days a year.
- Contractor has been in business a minimum of 20 years.
- At least 50% of technician team must be EGSA certified.
- Service trucks must stock at least 75 common spare parts for multiple generator manufacturers.
- Ability to provide a minimum of 75 gallons of diesel from service truck while on site.
- Rental fleet to provide temporary utility solutions.

Maintenance Requirements:

Monthly Service

- Check oil and coolant for proper levels and condition.
- Check cooling systems (air intake systems and indicators).
- Check air filter, inspect, and clean as needed. Recommend replacement when necessary.
- Top off fluid levels.
- Check governor operation, stability, linkage, and oil.

LarMar Industries

- Check all spark plugs, ignition condenser, cap rotor, wires, and points.
- Check and adjust belts.
- Check batteries, cables, and charging system.
- Check fuel system (lines, pumps, and fuel tanks).
- Check fuel tank for water contamination.
- Check engine, radiator, hoses, and heat exchanger.
- Check coolant block heater.
- Check glow plugs where applicable. Check for proper operation.
- Check condition of batteries (load test) electrolyte level and charge rate.
- Check and grease generator and engine fan hub bearings.
- Check all safety and alarm signals.
- Start, run, and test unit (check temperatures and pressures).
- Test engine safety shutdown systems.
- Test transfer switch operation and time delays.
- Check unit for proper frequency/speed, voltage, and amperage.
- Submit electronic report of recommendations, findings or repairs needed.

Annual Engine Service: Performed Once a Year Includes all Above Listed Inspections Plus:

- Change oil and remove used oil from properties.
- Change oil filters, and fuel filters.
- Replace air filter.
- Test coolant for freeze point and inhibitor levels. Recommend replacement if needed.
- Perform a NFPA compliant load bank test and make any needed adjustment.

Total Cost for all points of the Monthly Service (4 months) and Annual Engine Service (all listed equipment to have the yearly performed before June 30th, 2024) Based on March 1st, 2024, through June 30th, 2024.
\$ 26,000.00

Each additional yearly contract renewal cost for all points of the Monthly Service (12 months) and Annual Engine Service (all listed equipment to have yearly performed between January and June). Based upon agreed renewal of contract of July 1st through June 30th.
\$ 34,400.00

Maintenance Contract Rates:

Hourly Labor Rate during normal working times: \$ 95.00

After Hours Labor Rate: \$ 120.00

Holiday Hours Labor Rate: \$ 160.00

Minimum Call-Out Time: \$ 285.00

Milage Rate: \$ 3.00

Parts Discount or Mark-up: Cost plus 20%, no freight

Must have on-site service available 24hour/365 days a year.

CONTRACT TERM

The period of performance for services received subject to this proposal and any resulting contract shall be as agreed and negotiated. It is our intent to award a contract for an initial term of five (5) years on a year-to-year basis, based on annual available funding. The contract will provide for, at the option of the City of Broken Arrow successive month renewal periods after contract period. Prices are to remain in effect for the extent of the quote, any price increase should include a letter from the manufacture.

In compliance with this request for proposal number 24.124 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 proposal 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 proposing 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 proposal for the proposer.

Complete Legal Name of Proposer:

LarMar Industries, Inc.

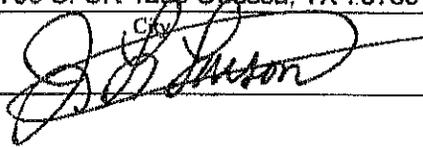
Date: 03/05/2024

Company Name

Address: 3700 S. CR 1295 Odessa, TX 79765

State

Zip Code

Signature: 

Official Title: CEO

Please print or type name clearly: John Larson

Telephone Number: 432-561-8700

Email Address: jl Larson@larmarindustries.com

Federal Tax ID Number: 20-0292635

CLIENT REFERENCES

Organization: Oklahoma Aquarium
Address: 300 Aquarium Dr. Jenks, OK 74037
Contract Person: Joel Pritchard Phone: 918-296-5474
Date of Services: February 1, 2021
Description/Scope of Services: Service, preventive maintenance, load bank, fuel polishing

Organization: City of Sand Springs
Address: 100 E. Braodway St Sand Springs, OK 74063
Contract Person: Jimmy Harris Phone: 918-246-2500
Date of Services: December 1, 2023
Description/Scope of Services: Service, preventive maintenance

Organization: XP Agronomics
Address: 117 E. Airport Road Haskell, OK 74436
Contract Person: Ryan Darby Phone: 918-513-2762
Date of Services: September 1, 2023
Description/Scope of Services: Service, preventive maintenance, load bank, fuel polishing

Organization: Odessa TX DOT
Address: 3901 E. Highway 80 Odessa, TX 79761
Contract Person: Janice Craven Phone: 432-208-7455
Date of Services: April 14, 2021
Description/Scope of Services: Service, preventive maintenance, repairs

THIS BID IS INVALID IF NOT SIGNED BY THE PROPOSER AND NOTARIZED

PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Midland

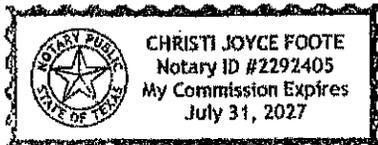
John Larson, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of LarMac Eng. Inc. LarMacPower LLC, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion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

X

Subscribed and sworn to before me this 5th day of March 2021

My Commission Expires: 07/31/2027

Christi Foote
Notary Public (or Clerk or Judge)



RFP 24.124

THIS PROPOSAL IS INVALID IF NOT SIGNED BY THE PROPOSER AND
NOTARIZED

INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Midland

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

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

X [Signature]

Subscribed and Sworn to before me this 5th day of March
2024

My Commission Expires: 01/31/2027 [Signature]
Notary Public



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:	Lar Mar Power LLC.
Original RFP Number:	24.124
RFP Title Name:	Generator Service & Repair
Original Award Date:	04/16/24
Current Contract Term:	04/16/2024 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:

- 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)	LarMar Power LLC.
Authorized Signature:	
Printed Name and Title of Person Signing:	Bret Simmons Administrator
Date:	6-11-2025
Company Address:	310-B East Main Cushing, OK 74023

Broken Arrow City Council

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



City of Broken Arrow

Request for Action

File #: 25-876, Version: 1

**Broken Arrow City Council
Meeting of: 06/16/2025**

Title:

Approval of and authorization to execute a Global Financial Professional Services Agreement with Municipal Finance Services

Background:

Municipal Finance Service Inc. (MFS) has been our financial advisors since 1993. Currently MFS, through the staff, have presented individual contracts to Council or Authority for approval for each loan or service MFS provides. MFS and staff are proposing a global financial contract that would be effective for one year and would cover any services that MFS may assist the City with to include but not limited to:

1. Evaluate options or alternatives with new issues or loans.
2. Assist the City in preparation of loan application, offering documents, notices of sales and the official statement.
3. Evaluate potential refunding opportunities

Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the City and shall be contingent upon closing of the Issue.

One additional service included in the global agreement for a flat fee of \$3500.00 is the Continuing Disclosure Assistance. MFS will assist the City annually in preparing and uploading financial information to the Electronic Municipal Marketplace Access system. (EMMA).

Cost: Varies with issuance and service.

Funding Source: Loan proceeds and General Fund for other services

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Municipal Finance Services Inc. Agreement for FY 26

Recommendation:

Approve Global Financial Professional Services Agreement with Municipal Finance Services and authorize its execution

June 10, 2025

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and the City of Broken Arrow, Oklahoma, and its public trusts, including the Broken Arrow Municipal Authority and the Broken Arrow Economic Development Authority (collectively, the “Client”). THIS AGREEMENT supersedes all existing agreements between MFSOK and the Client.

The Client desires to engage MFSOK and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client’s new and outstanding debt obligations, including general obligation bonds, revenue bonds, bank notes, lease financings, and loans from the Oklahoma Water Resources Board or other state or federal agencies during the term of the Agreement (the “Issues”). The Client designates MFSOK as the Client’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”).

A. New Issue and Refunding of Existing Client Issues

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparation of their loan applications, loan proposals, offering documents, notices of sale, instructions to bidders, or official statements, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
10. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
11. If new Issue is a loan, assist Client in collecting and analyzing proposals submitted by banks.
12. If the new Issue is a negotiated bond sale, assist client in selecting an underwriter and coordinate the bond sales process.
13. Coordinate closing of the new Issue with Client and other parties.
14. Evaluate potential refunding opportunities on outstanding Issues.

B. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:

1. Utility rate analysis.
2. Estimate of Needs review or preparation.
3. Debt capacity analysis.
4. Cash defeasance or redemption services.

C. Continuing Disclosure Assistance

1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

A. New Issues and Refunding Issues. MFSOK shall be paid at the time of closing a fee calculated as follows:

1. For a bank loan or lease financing, 1.00% of par amount for the first \$4 million for each series of notes issued, and 0.75% of any amount over \$4 million, with a minimum fee of \$25,000.00.
2. For a loan through the Oklahoma Water Resources Board, including the Clean Water State Revolving Fund (CWSRF), the Drinking Water State Revolving Fund (DWSRF), or the Financial Assistance Program (FAP), \$35,000, plus 0.50% of the original gross proceeds of the loan over \$7 million up to and including \$10 million, and 0.25% of any amount over \$10 million.
3. For revenue bonds, 1.00% of par amount for the first \$4 million for each series of bonds issued, and 0.75% of any amount over \$4 million, with a minimum fee of \$25,000.00.
4. For general obligation bonds, 0.50 of 1.00% (\$5.00 per \$1,000) of par amount, with minimum fee of \$25,000.00, and a maximum fee of \$40,000.00.

B. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of \$3,500.00 for the services performed.

C. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of \$2,000.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

- D. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.
- E. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:
1. Utility rate analysis.
 2. Estimate of Needs review or preparation.
 3. Debt capacity analysis.
 4. Cash defeasance or redemption services.

III. Term and Termination

- A. Term of Agreement. Unless terminated as provided herein, the terms of this Agreement shall be in place from the date approved by the Client until June 30, 2026.
- B. Termination of Agreement and Services. This Agreement and all Municipal Advisor services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Client;
 - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
 - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and

- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff, President
P.O. Box 747
Edmond, OK 73034

CLIENT:

City of Broken Arrow
Attn: Mayor
P.O. Box 610
Broken Arrow, OK 74013-0610

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on _____, 2025, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon Wolff, President

CITY OF BROKEN ARROW

By: _____
Mayor

BROKEN ARROW MUNICIPAL AUTHORITY

By: _____
Chairman

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Chairman



City of Broken Arrow

Request for Action

File #: 25-840, **Version:** 1

Broken Arrow City Council
Meeting of: 06-16-2025

Title:

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)

Background:

The design amendment the Engineering & Construction Department negotiated with R.L. Shears Company, PC for this project includes revisions to the construction documents to avoid conflicts with an existing waterline. During the design review process it was determined that revisions to the project plans were necessary in order to avoid conflicts with a existing waterline along the same alignment as the proposed trail. This amendment provides for the completion of the construction documents and design of the trail, associated storm sewer and retaining wall to avoid conflicts with the waterline.

Cost: \$12,140.00

Funding Source: 2018 GO Bond Proposition 1

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Amendment No. 2

Recommendation:

Approve and authorize execution of Amendment No. 2 to Agreement for Professional Consulting Services with R.L. Shears Company, PC for the Broken Arrow Creek Trail Phase 2 project.

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
R. L. SHEARS COMPANY, PC
PROJECT NAME: BROKEN ARROW CREEK TRAIL PHASE II
PROJECT NO. 196032**

THIS **AMENDMENT NO. 2**, made and entered into this 21st day of May 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and R. L. SHEARS COMPANY, PC, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated OCTOBER 15, 2019 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for the Broken Arrow Creek Trail Phase II.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include plan revisions to avoid conflict with new water line.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 2 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ENGINEER is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

- 1. PROJECT SCOPE.**
This Amendment requires ENGINEER to revise the construction documents to avoid conflicts with new water line.

- 2. CHANGE IN CONTRACT AMOUNT.**
As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed January 1, 2023	\$123,985.00
<u>Amendment No. 1</u>	<u>\$ 29,200.00</u>

<u>Amendment No. 2</u>	<u>\$12,140.00</u>
Revised Total Contract Amount	\$163,325.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 2 is 45 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 is effective upon signature of both parties.

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____

Michael L. Spurgeon, City Manager

Date: _____

Attest:

City Clerk [Seal]

Date: _____

Approved as to form:

D. Graham Parker

6/5/2025

Assistant City Attorney

CONSULTANT:

R. L. Shears Company, PC

By: _____

Robert L. Shears II, ASLA
President

Date: May 21, 2025

Attest:

Tracy H Shears, JD

Date: May 21, 2025

VERIFICATION

State of Oklahoma)

) §

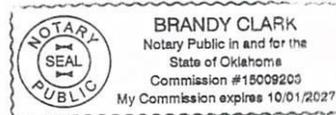
County of Tulsa)

Before me, a Notary Public, on this 4th day of June, 2025, personally appeared Rober L Shears II, known to be the President of R. L. Shears Company, PC and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

October 1, 2027

Brandy Clark
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
BROKEN ARROW CREEK TRAIL PHASE II
PROJECT 196032**

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

Revise the Construction Documents to avoid conflicts with waterline. The revisions will affect several sheets in the plans including the Civil and Structural Drawings and the following sheets:

- Construction Detail Sheet 0004
- Construction Detail Sheet 0013
- Pay Quantities Sheet AR01
- Summaries Sheet AX05
- Structural Details Sheet B007
- Storm Sewer Profiles Sheet C002
- Plan and Profile Sheet R005
- Detail Plan (2) Sheet R014
- Cross Section Sheet X004
- Cross Section Sheet X008
- Cross Section Sheet X009

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
BROKEN ARROW CREEK TRAIL PHASE II
PROJECT 196032**

ORGANIZATION OF SUBMITTAL DOCUMENTS

- 1.0 REVISED CONSTRUCTION DOCUMENTS: The CONSULTANT shall submit in-full Revised plans in a format compatible with AutoCAD. It can be submitted via email, data download, or memory stick.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
BROKEN ARROW CREEK TRAIL PHASE II
PROJECT 196032**

COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION

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

- 1.1 REVISIONS TO THE CONSTRUCTION DOCUMENTS –The OWNER shall pay the CONSULTANT a lump sum amount of \$12,140.00 for the completion of the Construction Documents. This amount includes all labor, material, overhead and profit associated with the Scope of Services

**ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
BROKEN ARROW CREEK TRAIL PHASE II
PROJECT 196032**

PROJECT SCHEDULE

Deliverable shall be submitted within 60 days of receiving Notice to Proceed.



City of Broken Arrow

Request for Action

File #: 25-815, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-25**

Title:

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

Background:

The City of Broken Arrow solicited bid 25.124 for wrecker services following the expiration of the previous contract on June 30, 2023. The scope of work outlined in the new bid includes providing towing, tow-in, and storage services for the Broken Arrow Police Department, along with towing services for city-owned assets. Three bids were received in response to the solicitation, from Morgan Towing, Storey Wrecker, and 918 Wrecker Service.

Upon review of the submitted bid packages, the City disqualified Morgan Towing's bid due to an incomplete submission, as it lacked a required signature and notary on Attachment C. After assessing the remaining two bids, City staff recommends awarding the contract to Storey Wrecker and 918 Wrecker Service, with the implementation of a rotation system as established by Staff. The system most likely will be either on a monthly or quarterly basis and will allow us to use the secondary firm for that period, if the primary firm cannot meet contractual expectations at the time of the callout. This rotation approach will ensure fair distribution of service duties, timely response, and comprehensive support for the City's towing and storage needs.

The contract will include an option for the City to renew the services for up to four additional one-year terms, pursuant to the City of Broken Arrow purchasing manual, subject to the approval of both the City Council and the selected vendors. The potential renewal schedule would proceed as follows: Year 1, from July 1, 2025, to June 30, 2026; Year 2, from July 1, 2026, to June 30, 2027; Year 3, from July 1, 2027, to June 30, 2028; Year 4, from July 1, 2028, to June 30, 2029. Each renewal will be contingent upon a performance review to verify that service standards are being met and will require approval from both the City Council and the vendors. This renewal flexibility offers the City a balance of continuity in essential wrecker services while allowing for any necessary adjustments.

City staff recommends the approval for the first renewal to Storey Wrecker and 918 Wrecker Service to meet the City's wrecker service requirements, utilizing a specified rotation to provide consistent and responsive service. The proposed renewal structure allows for a secure and adaptable arrangement, ensuring high-quality towing services for up to a decade while maintaining the flexibility necessary to adjust service providers if needed.

Cost: Rates as set out in agreement

Funding Source: Various department operational accounts

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager Office

Attachments: 25.124 Wrecker Bid Tab, Bid 25.124 Power Point, Broken Arrow City Council Renewal for Storey Wrecker & 918 Wrecker.

Recommendation:

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

City of Broken Arrow Vehicles & Equipment Rates & Charges			
Vendor		Storey Wrecker	918 Wrecker
Item Number	Light Vehicles / Equipment less than 12,000lbs	Light Vehicles / Equipment less than 12,000lbs	Light Vehicles / Equipment less than 12,000lbs
1	Tow Distance Less Than 45 Miles	\$150.00	\$0.00
2	Additional Cost Per Mile Over 45 Miles	\$0.00	\$0.00
3	Hookup Fee & Winch Fee If Any	\$0.00	\$0.00
	Medium Vehicle / Equipment more than 12,000lbs	Medium Vehicle / Equipment more than 12,000lbs	Medium Vehicle / Equipment more than 12,000lbs
4	Tow Distance Less Than 45 Miles	\$250.00	\$0.00
5	Additional Cost Per Mile Over 45 Miles	\$0.00	\$0.00
6	Hookup Fee & Winch Fee If Any	\$0.00	\$0.00
	Heavy Vehicle / Equipment more than 24,000lbs	Heavy Vehicle / Equipment more than 24,000lbs	Heavy Vehicle / Equipment more than 24,000lbs
7	Tow Distance Less Than 45 Miles	\$300.00	\$0.00
8	Additional Cost Per Mile Over 45 Miles	\$0.00	\$0.00
9	Hookup Fee & Winch Fee If Any	\$0.00	\$0.00
	Regular Rollback Wrecker Truck	Regular Rollback Wrecker Truck	Regular Rollback Wrecker Truck
10	Tow Distance Less Than 45 Miles	\$0.00	\$0.00
11	Additional Cost Per Mile Over 45 Miles	\$0.00	\$0.00
12	Hookup Fee & Winch Fee If Any	\$0.00	\$60.00
	Heavy & Rotator Wrecker Truck	Heavy & Rotator Wrecker Truck	Heavy & Rotator Wrecker Truck
14	Winch Fee	\$0.00	\$100.00
15	Hookup Fee	\$0.00	\$160.00

RB. ①

Broken Arrow Police Vehicles & Equipment

Item Number	Vendor	Storey Wrecker	918 Wrecker
	Tow Distance Rates Per Mile: Single Vehicle less than 8,000lbs	Mile: Single Vehicle less than 8,000lbs	Mile: Single Vehicle less than 8,000lbs
16	25 miles or less	\$0.00	\$0.00
17	25 miles or more	\$0.00	\$0.00
	Single Vehicle more than 8,000lbs	Single Vehicle more than 8,000lbs	Single Vehicle more than 8,000lbs
18	25 miles or less	\$0.00	\$0.00
19	25 miles or more	\$0.00	\$0.00
	Single Vehicle 8,001lbs - 12,000lbs	Single Vehicle 8,001lbs - 12,000lbs	Single Vehicle 8,001lbs - 12,000lbs
20	25 miles or less	\$0.00	\$0.00
21	25 miles or more	\$0.00	\$0.00
	Single Vehicle 12,001lbs - 40,000lbs	Single Vehicle 12,001lbs - 40,000lbs	Single Vehicle 12,001lbs - 40,000lbs
22	25 miles or less	\$0.00	\$0.00
23	25 miles or more	\$0.00	\$0.00
	Single Vehicle more than 40,001lbs	Single Vehicle more than 40,001lbs	Single Vehicle more than 40,001lbs
24	25 miles or less	\$0.00	\$0.00
25	25 miles or more	\$0.00	\$0.00
	Combination of Vehicles	Combination of Vehicles	Combination of Vehicles
26	25 miles or less	\$0.00	\$0.00
27	25 miles or more	\$0.00	\$0.00
	Hourly Rates: Single Vehicle less than 8,000lbs	Hourly Rates: Single Vehicle less than 8,000lbs	Hourly Rates: Single Vehicle less than 8,000lbs
28	Rate Per Hour	\$0.00	\$60.00
29	Rate Per 15 Minutes	\$24.94	\$15.00
	Hourly Rates: Single Vehicle 8,001lbs to 24,000lbs	Hourly Rates: Single Vehicle 8,001lbs to 12,000lbs	Hourly Rates: Single Vehicle 8,001lbs to 12,000lbs
30	Rate Per Hour	\$0.00	\$60.00
31	Rate Per 15 Minutes	\$0.00	\$15.00
	Hourly Rates: Single Vehicle 8,001lbs to 24,000lbs	Hourly Rates: Single Vehicle 12,001lbs to 40,000lbs	Hourly Rates: Single Vehicle 12,001lbs to 40,000lbs
32	Rate Per Hour	\$0.00	\$60.00
33	Rate Per 15 Minutes	\$0.00	\$15.00
	Hourly Rates: Single Vehicle 24,001lbs to 44,000lbs	Hourly Rates: Single Vehicle 44,001lbs or Over	Hourly Rates: Single Vehicle 44,001lbs or Over
34	Rate Per Hour	\$0.00	\$60.00
35	Rate Per 15 Minutes	\$0.00	\$15.00
	Hourly Rates: Single Vehicle 44,000lbs or Over	Hourly Rates: Single Vehicle 44,000lbs or Over	Hourly Rates: Single Vehicle 44,000lbs or Over
	Rate Per Hour	\$0.00	\$60.00
	Rate Per 15 Minutes	\$0.00	\$15.00
	Hourly Rates: Combination of Vehicles	Hourly Rates: Combination of Vehicles	Hourly Rates: Combination of Vehicles
36	Rate Per Hour	\$0.00	\$60.00
37	Rate Per 15 Minutes	\$0.00	\$15.00

R.B. ②

Broken Arrow Police Vehicles & Equipment

Item Number	Hookup Rates Per Mile: Single Vehicle less than 8,000lbs	Hookup Rates Per Mile: Single Vehicle less than 8,000lbs	Hookup Rates Per Mile: Single Vehicle less than 8,000lbs
37	Hookup Rate	\$0.00	\$40.00
38	Registration Check (Law Enforcement Tows)	\$19.25	\$19.95
39	PPI-Ownership/Lien Check	\$33.25	\$33.25
40	PPI-Drop Fee GVWR<10,000	\$0.00	\$0.00
41	Title 42 - Notification Processing Fee	\$50.00	\$50.00
42	Title 42 - Certified Postage	Actual	\$9.64
	Hookup Rates Per Mile: Single Vehicle more than 8,000lbs	Hookup Rates Per Mile: Single Vehicle more than 8,000lbs	Hookup Rates Per Mile: Single Vehicle more than 8,000lbs
43	Hookup Rate	\$0.00	\$40.00
44	Registration Check (Law Enforcement Tows)	\$0.00	\$19.95
45	PPI-Ownership/Lien Check	\$0.00	\$33.25
46	PPI-Drop Fee GVWR<10,000	\$0.00	\$0.00
47	Title 42 - Notification Processing Fee	\$0.00	\$50.00
48	Title 42 - Certified Postage	\$0.00	\$9.64
	Hookup Rates Per Mile: Single Vehicle 8,001lbs - 12,000lbs	Hookup Rates Per Mile: Single Vehicle 8,001lbs - 12,000lbs	Hookup Rates Per Mile: Single Vehicle 8,001lbs - 12,000lbs
49	Hookup Rate	\$0.00	\$40.00
50	Registration Check (Law Enforcement Tows)	\$0.00	\$19.95
51	PPI-Ownership/Lien Check	\$0.00	\$33.25
52	PPI-Drop Fee GVWR<10,000	\$0.00	\$0.00
53	Title 42 - Notification Processing Fee	\$0.00	\$50.00
54	Title 42 - Certified Postage	\$0.00	\$9.64
	Hookup Rates Per Mile: Single Vehicle 12,001lbs - 40,000lbs	Hookup Rates Per Mile: Single Vehicle 12,001lbs - 40,000lbs	Hookup Rates Per Mile: Single Vehicle 12,001lbs - 40,000lbs
55	Hookup Rate	\$0.00	\$40.00
56	Registration Check (Law Enforcement Tows)	\$0.00	\$19.95
57	PPI-Ownership/Lien Check	\$0.00	\$33.25
58	PPI-Drop Fee GVWR<10,000	\$0.00	\$0.00
59	Title 42 - Notification Processing Fee	\$0.00	\$50.00
60	Title 42 - Certified Postage	\$0.00	\$9.64
	Hookup Rates Per Mile: Single Vehicle more than 40,001lbs	Hookup Rates Per Mile: Single Vehicle more than 40,001lbs	Hookup Rates Per Mile: Single Vehicle more than 40,001lbs
61	Hookup Rate	\$0.00	\$40.00
62	Registration Check (Law Enforcement Tows)	\$0.00	\$19.95
63	PPI-Ownership/Lien Check	\$0.00	\$33.25
64	PPI-Drop Fee GVWR<10,000	\$0.00	\$0.00
65	Title 42 - Notification Processing Fee	\$0.00	\$50.00
66	Title 42 - Certified Postage	\$0.00	\$9.64
	Combination of Vehicles	Combination of Vehicles	Combination of Vehicles
67	Hookup Rate	\$0.00	\$40.00
68	Registration Check (Law Enforcement Tows)	\$0.00	\$19.95
69	PPI-Ownership/Lien Check	\$0.00	\$33.25
70	PPI-Drop Fee GVWR<10,000	\$0.00	\$0.00
71	Title 42 - Notification Processing Fee	\$0.00	\$50.00
72	Title 42 - Certified Postage	\$0.00	\$9.64

R.B. ③

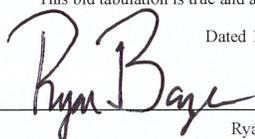
Broken Arrow Police Vehicles & Equipment

		Storey Wrecker	918 Wrecker
Item Number	Recovery: Less than 8,000	Recovery: Less than 8,001	Recovery: Less than 8,002
1	Disconnect Drive Line; remove axle	\$0.00	\$0.00
	Reconnect Drive Line; remove axle	\$0.00	\$0.00
2	Dailey or Rollback	\$39.90	\$0.00
	Recovery: 8,000lbs-12,000lbs	Recovery: 8,000lbs-12,000lbs	Recovery: 8,000lbs-12,000lbs
9	Disconnect Drive Line; remove axle	\$0.00	\$0.00
	Reconnect Drive Line; remove axle	\$0.00	\$0.00
10	Dailey or Rollback	\$0.00	\$0.00
	Recovery: 12,001lbs or Over	Recovery: 12,001lbs or Over	Recovery: 12,001lbs or Over
20	Disconnect Drive Line; remove axle	\$0.00	\$0.00
	Reconnect Drive Line; remove axle	\$0.00	\$0.00
21	Dailey or Rollback	\$0.00	\$0.00
	Storage Rates per 24 hour period or portion thereof: Outdoor Storage	Storage Rates per 24 hour period or portion thereof: Outdoor Storage	Storage Rates per 24 hour period or portion thereof: Outdoor Storage
28	Vehicle up to 20ft in length	\$23.94	\$18.00
	Vehicle over 20ft in length but less than 30ft	\$0.00	\$18.00
29	Vehicle over 30ft in length	\$0.00	\$18.00
	Storage Rates per 24 hour period or portion thereof: Outdoor Storage	Storage Rates per 24 hour period or portion thereof: Outdoor Storage	Storage Rates per 24 hour period or portion thereof: Outdoor Storage
31	Vehicle up to 20ft in length	\$0.00	\$25.00
	Vehicle over 20ft in length but less than 30ft	\$0.00	\$25.00
	Vehicle over 30ft in length	\$0.00	\$25.00
32	After Hours Release rate	\$0.00	\$15 per 15 minutes
	List Fuel Surcharge Pricing	List Fuel Surcharge Pricing	List Fuel Surcharge Pricing
31		See Attached	N/A
	List other optional services along with pricing	List other optional services along with pricing	List other optional services along with pricing
31		N/A	Traffic Control & Remediation Services
	List any value-added services and / or volume discount information	List any value-added services and / or volume discount information	List any value-added services and / or volume discount information
31		N/A	50% Discount to City Employees

NOTES** Bid Request 25.124 was sent out to four (4) vendors with three (3) vendors responding, (1) Bid was rejected as it lacked a required signature an notary on attachment C. 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

Dated 11/14/2024



Ryan Baze

Maintenance Services Director

④

Wrecker Service for the City of Broken Arrow Bid 24.124

Purpose: Provide towing and storage services for:

- ❑ **Non-Consensual Towing:** Towing and storage at the request of the Police Department, typically involving vehicles removed from public spaces or accident scenes.
- ❑ **City Assets:** Towing and storage of city-owned vehicles and equipment.

Key Considerations

- Non-Consensual Public Towing & Storage

- Ensure service providers can manage Police Department-initiated tows.
- Confirm facilities for secure, accessible storage for vehicles removed from public spaces.
- Public access for towed vehicles 24/7
- Additional services offered

- City Towing Services

- Evaluate competitive bids for city-owned vehicle towing.
- Assess provider capabilities for large equipment and specialized vehicle needs.

Observations for City Asset Towing

- 918 Wrecker offer competitive pricing for City owned assets with No Charge for all towing fees under 45 miles for light, medium, and heavy vehicles.
- Storey Wrecker charges higher rates across the categories for City owned assets, with notable costs for towing light, medium, and heavy vehicles.
- Storey Wrecker had no charge for Hook and Winch fees for rollback wrecker trucks compared to 918 Wrecker at \$60.00.
 - 918 Wrecker also charges a fee for rotator services (\$160) and a winch fee (\$100) where Storey as no charges.

Monthly Rotation Proposed Schedule

- Monthly Assignments:
 - Each wrecker service provider is assigned primary responsibility for one month. This rotation allows each company a dedicated period to cover all call-outs during their assigned month.
- Response Time Standards:
 - Each provider is expected to meet established response times consistently.
 - Periodic monitoring of arrival times and completion of service will be conducted.
- Coverage During High Demand:
 - In case of high-demand periods (e.g., adverse weather, major events), the off-month service providers may be called.
 - The primary provider retains lead during their assigned month.

Monthly Rotation Proposed Schedule

- **Key Benefits of Monthly Rotation vs Each Call**
 - **Equitable Distribution:** Ensures each provider has an equal share of service opportunities.
 - **Enhanced Efficiency:** Streamlines dispatching by designating a primary provider each month.
 - **Transparency:** Promotes fair competition and accountability among both wrecker service providers.



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:	918 Wrecker Service
Original RFP Number:	25.124
RFP Title Name:	Wrecker Services
Original Award Date:	11/19/24
Current Contract Term:	11/19/2024 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:

- 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)	918 Wrecker Service East
Authorized Signature:	<i>[Handwritten Signature]</i>
Printed Name and Title of Person Signing:	Robert Rainbolt owner
Date:	5/21/25
Company Address:	704 S 8th St Broken Arrow OK 74012

Broken Arrow Municipal Authority

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



CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow Municipal Authority defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires Broken Arrow Municipal Authority 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 Municipal Authority	
Supplier or Contractor Full Legal Name:	918 Wrecker Service
Original RFP Number:	25.124
RFP Title Name:	Wrecker Services
Original Award Date:	11/19/24
Current Contract Term:	11/19/2024 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:

- 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)	918 wrecker Service East
Authorized Signature:	
Printed Name and Title of Person Signing:	Robert Rainbolt
Date:	5/21/25
Company Address:	704 S 8th st Broken Arrow OK 74012

Broken Arrow City Council

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



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:	Storey Towing, LLC dba Storey Wrecker
Original RFP Number:	25.124
RFP Title Name:	Wrecker Services
Original Award Date:	11/19/24
Current Contract Term:	11/19/2024 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:

- 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)	Storey Towing, LLC dba Storey Wrecker
Authorized Signature:	
Printed Name and Title of Person Signing:	Tara Bashaw, President
Date:	5/27/2025
Company Address:	775 N Redbud Ave Broken Arrow, OK 74012

Broken Arrow City Council

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



City of Broken Arrow

Request for Action

File #: 25-912, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Approve and authorize 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

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.

The festival is always 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 45th year at Central Park. This years Scotfest will take place September 19,2025 through September 21, 2025.

To further strengthen and enhance the partnership between Scotfest and the City of Broken Arrow, the approval of a 3-year agreement 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.

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.

As a result of the temporary re-location and the need to provide shuttle services for the event, staff recommends approval to participate in cost sharing of shuttle services for 2025 only in the amount up to \$6,000. Funds would be utilized from the operating budget of the Convention & Visitors Bureau-Visit BA (Acct# 2271700-530870).

Cost: Up to \$31,000 in Visit Broken Arrow Grant Funding

Funding Source: Fund 227

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., including participation in cost sharing of shuttle services to be utilized at Scotfest 2025.

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:

\$31,000 in Visit Broken Arrow grant funding

To be provided to SCOT by Aug. 15, 2025. Please send invoice to Visit Broken Arrow Tourism Manager, mbarton@brokenarrowok.gov, by August 1, 2025.

Up to \$26,000 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
- Up to \$6,000 for shuttle assistance
- City services in excess of \$26,000 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 being provided through Broken Arrow lodging tax dollars, 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 dates, location and shuttle assistance, will remain the same for the 2026 and 2027 Scotfest event. Additionally, Visit Broken Arrow grant funding will resort back to \$30,000 and In-Kind City services will resort back to \$20,000 for 2026 and 2027 Scotfest event. 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.

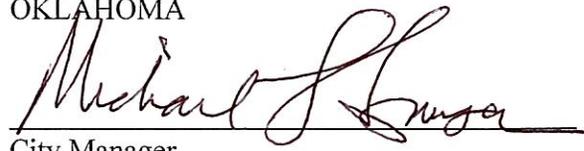
APPROVED AS TO FORM:

CITY OF BROKEN ARROW,

OKLAHOMA

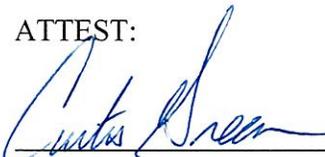


Deputy City Attorney

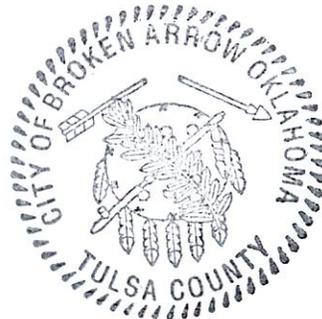


City Manager

ATTEST:



City Clerk (Seal)



SCOTFEST | OKLAHOMA

Executive Director



City of Broken Arrow

Request for Action

File #: 25-855, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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

Background:

The attached use agreement grants a non-exclusive license to allow Broken Arrow Community Playhouse (BACP), a registered non-profit organization, to use the Community Playhouse which is located at 1800 South Main Street in Broken Arrow.

Highlights of the Use Agreement are as follows:

- Added language that the Councilor(s) and liaison will be exempt from any fee or cost regarding any extracurricular event.
- 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.
- The City shall mow and fertilize the outdoor area surrounding the Premises.
- The City shall perform all clearing of snow and ice from the parking lots and sidewalks of the premises.
- 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.
- Licensee shall lock and secure the Premises after each use. That the Licensee is allowed two keys to the property. Any required duplication of any key, for any reason, over the two allotted, shall be at the sole cost of the Licensee.
- City shall manage and conduct all fire extinguisher and fire suppression inspections.
- All required maintenance, repair, washing, maintenance, removals or any other service provided

by the City herein 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.
- BACP's term for usage will commence upon approval and end on June 30, 2026.

Cost: \$14,500

Funding Source: Parks and Recreation General Operations

Requested By: Matt Hendren, Parks and Recreation Director

Approved By: City Manager's Office

Attachments: Broken Arrow Community Playhouse Use Agreement

Recommendation:

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.

CITY OF BROKEN ARROW PARKS AND RECREATION USE AGREEMENT

This Agreement is entered by and between the **City** of Broken Arrow, Oklahoma, a municipal corporation (**City**) and the Broken Arrow Community Playhouse, Inc., a 501c3 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. (**Premises**),

City agrees to pay for the electrical and natural gas usage of the Premises during the full term of this Agreement in the amount of \$14,500.00. All utility usage shall be reasonable. Any unreasonable or illegal utility usage costs shall be solely borne by the **Licensee**.

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

Licensee shall perform all scheduling and reservations of the **Premises**. **Licensee** shall allow the **City** to use, at no charge, the meeting space when schedule permits.

Licensee is permitted to serve/sell alcohol, subject to licensing by the Alcoholic Beverage Laws Enforcement Commission (ABLE). **Licensee** shall gain appropriate licensing from the ABLE commission for such permission. A copy of such license shall be provided to the **City**. **Licensee** shall be responsible for obtaining all necessary permits from the **City** and County to serve/sell alcohol and or beer.

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

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

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**.

II. TERM

The term of this license shall commence upon execution, and shall expire on 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 shall provide lighting systems necessary for playhouse performances and other events. All such equipment and furnishings provided by **licensee** for use at the Premises shall remain the property of Licensee unless otherwise donated to **City**.

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. The Licensee shall be provided two keys. Any replacement or duplication of keys additional to the two provided shall be at the sole cost to 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, 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), HVAC systems (setting thermostats, changing batteries in thermostats), and structural components (pest control) of the **Premises**.

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

The **City** shall perform all clearing of snow and ice from the 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, with 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. No notice shall be required in the event of an emergency required to enter or repair the premises.

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

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

City shall be responsible for all fire suppression and fire extinguisher inspections and maintenance.

All services, maintenance, repairs and cleaning required to be done by the **City** shall be done at the **City's** sole discretion and timing.

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

V. INDEMNIFICATION

Licensee is an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the **City** and **Licensee** or its officers, employees, contractors or representatives for any purpose. **Licensee** understands that all persons furnishing services in implementing this Agreement are employees, 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, **Licensees**, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to any injury or damage that occurs relating to **Licensee** activities, or **Licensee's** performance or failure to perform the terms and conditions of this Agreement. Such obligation shall exclude only such liability actions that arise directly out of the sole negligence or willful misconduct of the **City** and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

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

VI. INSURANCE AND WAIVER OF SUBROGATION

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

VII. DEFAULT/TERMINATION

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

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

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

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

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

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

Signatures on following page

Attested:

City of Broken Arrow

City Clerk/ Seal

Michael Spurgeon, City Manager

Approved as to Form:

Pachupfer
Assistant City Attorney

Date of Execution:

Broken Arrow Community Playhouse, Inc.

Janet Sue Brister
President Signature

Printed Name: Janet Sue Brister

BACP Mailing Address:

1800 S. Main, Broken Arrow, Ok
74012

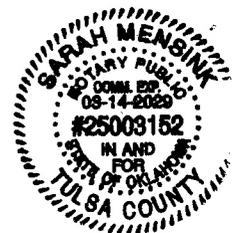
State of Oklahoma)
County of _____) ss.

Before me, a Notary Public, on this 11 day of June, 2025 personally appeared Janet Sue Brister known to me to be the identical person and the President of the Broken Arrow Community Playhouse, 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: 3-14-2029

[Signature]

Notary Public





City of Broken Arrow

Request for Action

File #: 25-787, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Approval of and authorization to execute the Traffic Calming Policy for West Boston Street between South Tamarack Avenue and South Redwood Avenue

Background:

Mr. John Harrison, a project sponsor for the Pembroke Park Homeowner Association, contacted the Street and Storm Water Department requesting the implementation of the Traffic Calming Policy for the subject street. A traffic survey was conducted and results were as follows.

85 th Percentile Speed (MPH)	34
Average Speed (MPH)	28.0
Number of Vehicles	1280

Based on the criteria established in the Traffic Calming Policy the above street is submitted to City Council for approval for traffic calming methods.

Cost: \$5,500

Funding Source: Streets and Stormwater Operating Budget 1105300

Requested By: Timothy Wilson., Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: HOA Endorsement, Traffic Calming Petition, Traffic Study

Recommendation:

Approve and authorize the execution of the Traffic Calming Policy for West Boston Street between South Tamarack Avenue and South Redwood Avenue



November 25, 2024

Mr. John Harrison
2407 S Redwood Place
Broken Arrow, Oklahoma 74012

Subject: Traffic Calming Program

Dear Mr. Harrison;

On June 2, 1997, the Broken Arrow City Council adopted a Traffic Calming Policy. This policy was established to reduce speeding in subdivisions. The Policy was effective as of July 1, 1997, and the Traffic Division of the Streets and Stormwater Department is responsible for implementing this policy. The last revision of this policy was September 29, 2015.

You have requested that West Boston Street be added to the list of the streets being considered for traffic calming measures. You have agreed to serve as the sponsor. At this point the Traffic Division will conduct a traffic count and 24 hour speed survey on this street. **If the surveys indicate a need for further action, we will then advise you of the next step to be taken and provide the necessary forms.** It would be at this point, providing the count and speed survey meet criteria, that the petition would be circulated. If the traffic count or speed survey does not show a need for further action, you will receive a letter informing you of the results.

Attached is a pamphlet describing the traffic calming program and the steps needed to get the program started. If you have any questions concerning the program please call the Street and Stormwater Department at (918) 259-7000, extension 7380.

Thank you for your interest in our City. The participation of you and your neighbors help make the City streets a safer place for all the citizens of the City.

Sincerely,
CITY OF BROKEN ARROW

Sarah Christy
Administrative Assistant
Street and Stormwater Department

TRAFFIC CALMING PETITION

Location:	West Boston Street		
Contact Person:	John Harrison		
Address:	2407 S Redwood Place Broken Arrow, OK 74012	Phone Number Home:	Cell: 918-813-4442

We, the undersigned hereby petition for the installation of traffic calming devices up to and including speed humps on West Boston Street according to policies and procedures established by the City of Broken Arrow.

NOTES:

1. If you sign this petition and later want to have your name removed consult the City's website for the removal procedure.
2. The street mentioned above all will be considered for traffic calming device installation only if the signatures below represent 75 percent or more of all households adjacent to the street. Only one signature from each household will be considered.

Address	Name (please print)	Signature	Whether Owner or renter	Can we place the hump in front of your residence?	Phone Number
3812 W Boston St	Megan Thurman	<i>Megan Thurman</i>	owner	yes	918 760 6360
3804 W. Boston St.	Burcy White	<i>Burcy White</i>	owner	no	918-724-4043
3816 W. Boston St.	Courtney Dehng	<i>Courtney Dehng</i>	owner	NO	539-292-8238
3820 W Boston St	Rex Hays	<i>Rex Hays</i>	owner	YES	918 294 9485
3904 W Boston St	Laurie Shamburger	<i>Laurie Shamburger</i>	owner	yes	580 761 8735
3908 W. Boston	Nedisa	<i>Nedisa</i>	owner	yes	918 346 0819
3900 W Boston	7 / revid	<i>Allen & Lisa</i>	owner	NO	918 841 0526

TRAFFIC CALMING PETITION

Address	Name (please print)	Signature	Whether Owner or renter	Can we place the hump in front of your residence?	Phone Number
3804 W. Boston St B.A. 74012	Chom Piccione		owner	No	918-520-2460
3808 W. Boston St B.A. 74012	Suzanne Snyder		owner	No	918-221-3680

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Broken Arrow
Street: W. Boston St.
Location: Between S. Redwood Ave & S. Redwood Pl.

A study of vehicle traffic was conducted with the device having serial number 407525. The study was done in the EB lane at W. Boston St. in Broken Arrow, OK in Tulsa county. The study began on 10/22/2024 at 11:00 AM and concluded on 10/25/2024 at 11:00 AM, lasting a total of 72.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 2,042 vehicles passed through the location with a peak volume of 31 on 10/23/2024 at [07:30 AM-07:45 AM] and a minimum volume of 0 on 10/22/2024 at [09:30 PM-09:45 PM]. The AADT count for this study was 681.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 30 - 35 MPH range or lower. The average speed for all classified vehicles was 28 MPH with 73.48% vehicles exceeding the posted speed of 25 MPH. 0.00% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 30MPH and the 85th percentile was 34.70 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
4	36	192	273	568	580	196	55	0	0	0	0	0	0	0

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 1829 which represents 96 percent of the total classified vehicles. The number of Vans & Pickups in the study was 58 which represents 3 percent of the total classified vehicles. The number of Busses & Trucks in the study was 17 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 0 which represents 0 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to >											
1116	653	60	75											

CHART 2

HEADWAY

During the peak traffic period, on 10/23/2024 at [07:30 AM-07:45 AM] the average headway between vehicles was 28.125 seconds. During the slowest traffic period, on 10/22/2024 at [09:30 PM-09:45 PM] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 64.00 and 117.00 degrees F.

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Broken Arrow
Street: W. Boston St.
Location: Between S. Redwood Ave. & S. Redwood Pl.

A study of vehicle traffic was conducted with the device having serial number 404871. The study was done in the WB lane at W. Boston St. in Broken Arrow, OK in Tulsa county. The study began on 10/22/2024 at 11:00 AM and concluded on 10/25/2024 at 11:00 AM, lasting a total of 72.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 1,798 vehicles passed through the location with a peak volume of 30 on 10/22/2024 at [05:15 PM-05:30 PM] and a minimum volume of 0 on 10/22/2024 at [11:30 PM-11:45 PM]. The AADT count for this study was 599.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 25 - 30 MPH range or lower. The average speed for all classified vehicles was 28 MPH with 72.62% vehicles exceeding the posted speed of 25 MPH. 0.00% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 25MPH and the 85th percentile was 33.17 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
1	17	80	353	731	342	94	29	0	0	0	0	0	0	0

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 1580 which represents 96 percent of the total classified vehicles. The number of Vans & Pickups in the study was 48 which represents 3 percent of the total classified vehicles. The number of Busses & Trucks in the study was 19 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 0 which represents 0 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to >											
985	543	52	67											

CHART 2

HEADWAY

During the peak traffic period, on 10/22/2024 at [05:15 PM-05:30 PM] the average headway between vehicles was 29.032 seconds. During the slowest traffic period, on 10/22/2024 at [11:30 PM-11:45 PM] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 64.00 and 113.00 degrees F.

Appendix 4 - Sample Endorsement Statement

In a meeting held on the 3 day of April, 2025 the Pembroke Park Homeowners Association approved and endorsed the Traffic Calming project on Boston Street from S Olive Ave to S Tamarack Ave. The association acknowledges that because of installation of Traffic Calming Devices up to and including speed humps on the above mentioned street there may be an increase in traffic on nearby streets.

The sponsor has confirmed that signatures on the Traffic Calming petition are valid and represent 75 percent of the households/businesses adjacent to the street within the section mentioned above.

Date: May 15, 2025

1. Signature: [Signature]
Name: John F. Harris
Position: President

2. Signature: [Signature]
Name: David Beard
Position: Vice President



City of Broken Arrow

Request for Action

File #: 25-852, **Version:** 1

**Broken Arrow City Council
Meeting of: 6/16/2025**

Title:

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

Background:

This is for the ongoing hardware refresh of our current obsolete network hardware supporting multiple buildings and our wireless networks the refresh of this hardware is essential to the ongoing efforts of refreshing and modernizing our network hardware.

Chickasaw Telecom is an approved vendor on the Oklahoma state contract and authorized for services under City ordinance per Section 2-27 of the Broken Arrow Code allowing exceptions to the established competitive bidding process.

Cost: \$43,061.26

Funding Source: STCI Fund 330 Network Upgrades 2512050

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: Attached

Recommendation:

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



Quotation

Date June 9, 2025
 Quotation # 40244
 Customer #

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

Bill To Information:

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

Quotation valid until: July 9, 2025
 Prepared by: Darin Dout
 Payment Terms: Due upon receipt of goods

Special Comments: City of Broken Arrow
 Network Refresh

Product #	Product Description	Qty.	Unit List Price	Term	Customer Discount	Customer Unit Price	Customer Extended Price
Equipment & Software					47.00%		
FortiNet					53.00%		
FS-124F-POE	FortiSwitch-124F-POE Layer 2 FortiGate switch controller compatible PoE+ switch with 24x 1G RJ45 and 4x 10G/1G	5	1,388.00		652.36	735.64	3,678.20
FC-10-S124F-247-02-12	FortiSwitch-124F-FPOE 1 Year FortiCare Premium Support	5	159.50		74.97	84.54	422.68
FG-201F	FortiGate-201F 18 x GE RJ45 (including 1 x MGMT port, 1 X HA port, 16 x switch ports), 8 x GE SFP slots, 4 x 10GE SFP+ slots, NP6X Lite and CP9 hardware accelerated, 480GB onboard SSD	2	6,375.00		3,378.75	2,996.25	5,992.50
FC-10-F201F-247-02-12	FortiGate-201F 1 Year FortiCare Premium Support	2	1,275.00		675.75	599.25	1,198.50
FS-148F-FPOE	FortiSwitch-148F-FPOE Layer 2 FortiGate switch controller compatible PoE+ switch with 48x 1G RJ45 with PoE+ and 4x 10G/1G SFP+/SFP ports and 1x RJ45 console port. Max 740W PoE output limit.	10	2,495.00		1,172.65	1,322.35	13,223.50
FC-10-148FF-247-02-12	FortiSwitch-148F-FPOE 1 Year FortiCare Premium Support	10	249.50		117.27	132.24	1,322.35
FAP-231K-A	FortiAP-231K Indoor Wireless AP - (Wi-Fi-7 IEEE Tri-band 2.4/5/6GHz 2+2+2 2 streams 3 radios), internal antennas, 100/1000/2500/5000 Base-T RJ45, BT/BLE, 1x RS-232 RJ45 Serial Port. Ceiling/wall mount kit included.	20	490.00		230.30	259.70	5,194.00
FC-10-P231K-247-02-12	FortiAP-231K 1 Year FortiCare Premium Support	20	49.00		23.03	25.97	519.40
FN-TRAN-SFP+LR	10GE SFP+ transceiver module, long range 10 GE SFP+	4	120.00		56.40	63.60	254.40
FN-TRAN-SFP+SR	10GE SFP+ transceiver module, short range 10 GE SFP+	28	72.00		33.84	38.16	1,068.48
FG-201F-BDL-950-12	FortiGate-201F Hardware plus 1 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	2	10837.50		5,743.88	5,093.63	10,187.25
Sub Total Equipment						\$	43,061.26
Miscellaneous					10%		
					100%		
						0.00	0.00
						0.00	0.00
Sub Total Smartnet						\$	-
Peripherals							
						0.00	0.00
						0.00	0.00
Sub Total Peripherals						\$	-
Freight and Shipping (Included)						\$	-
Installation, Configuration and Training (Not Requested)						\$	-
TOTAL						\$	43,061.26

Ship To Information:

Customer Name
 Contact Name
 Street Address
 City, State & Zip Code
 Telephone Number
 Fax Number
 E-mail Address

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

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

Company Name:	Chickasaw Telecom Inc.
Address:	5115 South 110th East Avenue Tulsa, OK 74146
Bidder:	DARIN DOUT
Signature:	
Direct Telephone # :	1-918-720-3010
Federal Identification # :	73-1354410
Service Provider ID (SPIN) # :	143028698



City of Broken Arrow

Request for Action

File #: 25-752, Version: 1

**Broken Arrow City Council
Meeting of: 6/16/2025**

Title:

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

Background:

This is part of our ongoing effort to maintain and harden our cybersecurity efforts.

The City Council previously approved a 3-year agreement, this is a 1-year extension for this service. The IT Department is continuing its effort of a City-wide deployment with additional users for zScaler's zero trust product for remote access. This ensures that zScaler's zero trust product is available to all needed users within the city.

Presidio 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: \$65,337.49

Funding Source: IT Maintenance Services

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: Attached

Recommendation:

Approve and authorize the execution of 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

TO:
 City of Broken Arrow
 Phil Morris
 City Hall 220 S First Street
 Broken Arrow, OK 74012

 pmorris@brokenarrowok.gov
 (p) 918.259.2400 ext.6565

FROM:
 Presidio Networked Solutions LLC
 Terri Bland Stevens
 6120 South Yale Ave.
 Suite 110
 Tulsa, OK 74136

 tstevens@presidio.com
 (p) +1.301.313.2452

Customer#: CITYB032
Account Manager: Corey Chambers
Inside Sales Rep: Terri Bland Stevens
Title: City of BA - Zscaler Renewal - 1 Year

Contract Vehicle: Oklahoma Software and Services SW1041C

#	Part #	Description	Unit Price	Qty	Ext Price
1	ZCES-SUP-PREM	Premium Support Services 1 YR (No Onsite Support Included) Start Date: 05/02/2025 End Date: 05/01/2026	\$9,179.99	1 for 12 mo(s)	\$9,179.99
2	ZIA-BIZ-EDITION	ZIA Business Edition Start Date: 05/02/2025 End Date: 05/01/2026	\$58.60	350	\$20,510.00
3	ZPA-BIZ-EDITION	ZPA Business Edition Start Date: 05/02/2025 End Date: 05/01/2026	\$101.85	350	\$35,647.50

Sub Total:	\$65,337.49
Grand Total:	\$65,337.49

The quote is governed by Terms and Conditions of Carahsoft State of Oklahoma Contract SW1041C

Quote valid for 30 days from date shown above.

Pursuant to this contract your PO must reflect the following contract: Carahsoft State of Oklahoma Contract SW1041C

Tax ID# 76-0515249; Size Business: Large; CAGE Code: OKDO5; DUNS# 15-405-0959

Credit: Net 30 Days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

 Customer Signature

 Date



City of Broken Arrow

Request for Action

File #: 25-872, **Version:** 1

Broken Arrow City Council
Meeting of: 6/16/2025

Title:

Approval of and authorization to purchase the Commvault Enterprise Solution through SHI, pursuant to the Oklahoma State Master Agreement

Background:

This is to extend our use of CommVault as the platform for backup and recovery SW for the City of Broken Arrow. The original agreement was approved in March 2023.

This will cover our current onsite backups, our cloud (Microsoft Office 365) backups and provide an immutable copy of our backups secured from a ransomware attack in a new government cloud solution. This solution addresses both cyber security and disaster recovery needs.

The City of Broken Arrow's purchase through SHI is made under the State of Oklahoma Master Agreement 9065182 and authorized for services under City ordinance per Section 2-27 of the Broken Arrow Code allowing exceptions to the established competitive bidding process.

Cost: \$57,420.77

Funding Source: IT Department Maintenance Service

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: Attached

Recommendation:

Approval of and authorization to purchase the Commvault Enterprise Solution through SHI, pursuant to the Oklahoma State Master Agreement



Pricing Proposal
 Quotation #: 25824451
 Reference #: Last Year's PO # 22501130
 Created On: 2/10/2025
 Valid Until: 5/30/2025

OK-City of Broken Arrow

Phil Morris

OK
 United States
 Phone: 918-259-2400 ext.6565
 Fax:
 Email: pmorris@brokenarrowok.gov

Inside Account Manager

Lina Didzbalis

290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 732-652-0243
 Fax:
 Email: lina_didzbalis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Commvault Cloud Backup & Recovery for Microsoft 365 Enterprise with 50GB storage hosted on Microsoft Azure Government Cloud with FedRAMP High Authorized, Per User, Subscription - 1 Year, Monthly Rate CommVault Systems - Part#: MTL-G-M365E-USR Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 5/18/2025 – 5/17/2026	1005	\$33.45	\$33,617.25
2 Commvault Cloud Backup & Recovery for Active Directory, Per User, List Price is Monthly Rate, Upfront Payment, Subscription - 1 Year CommVault Systems - Part#: MTL-AD-USR Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 5/18/2025 – 5/17/2026	1235	\$5.84	\$7,212.40
3 Commvault Cloud for Government Air Gap Protect for Commvault Cloud, Azure Cool Tier, Per TB, Per Month, Upfront Payment, Subscription - 1 Year CCID 102BB0 CommVault Systems - Part#: CV-MCS-GC-TB Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 6/27/2025 – 5/17/2026	56	\$296.27	\$16,591.12
		Total	\$57,420.77

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.

Please Note: Commvault has a zero returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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 #: 25-837, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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

Background:

In an effort to improve service, vehicle cleanliness, and overall serviceability, the Maintenance Services Department issued Request for Proposal Packet 25.163, seeking truck washing services on a weekly basis. The bid was posted publicly on the City of Broken Arrow's website and in the Tulsa World. The bid opening took place on May 29, 2025, and resulted in the receipt of only one bid.

After careful evaluation, the City staff recommends rejecting the sole bid. This decision was made to allow for revisions to the scope of work to include additional service options that more effectively meet the City's needs. The updated scope is intended to improve service quality and increase competition by encouraging a broader range of vendors to submit proposals.

Cost: Rate as set outlined in the agreement

Funding Source: Various Departmental Operational Accounts

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: N/A

Recommendation:

Approval of and authorization to reject all bids for #25.163 Truck Washing Service to make revisions to the proposal to improve service for the City of Broken Arrow.



City of Broken Arrow

Request for Action

File #: 25-830, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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

Background:

The City of Broken Arrow issued Bid #25.157 for the purchase of backfill sand, masonry sand, and topsoil. The bid was sent to five vendors, advertised in the Tulsa World, and posted on the City's website. Bids were publicly opened on June 7, 2024.

Two bids were received - one from Tulsa Topsoil Inc. and another from Anchor Stone Company. After reviewing the submissions, staff recommends awarding the bid for backfill sand and masonry sand to Anchor Stone Company, and awarding the bid for topsoil to Tulsa Topsoil Inc.

This bid supports multiple City departments, and the cost will be charged to various funds accordingly.

Cost: \$0

Funding Source: Various Funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: Bid tab for bid #25.157, Anchor Stone Bid Doc's, Tulsa Topsoil Bid Doc's

Recommendation:

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

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **XX.XXX** 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: Anchor Stone Comany

Date: 05/20/2025

Company Name: Anchor Stone Company

Address: 4124 S Rockford Ave, Ste 201 Tulsa Ok 74105
City State Zip Code

Email: kevin@anchorstoneco.com

Signature:  Official Title: VP of Sales

Please print or type name clearly: Kevin McKean

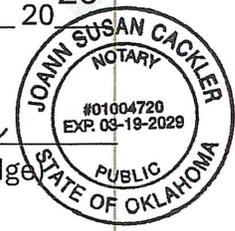
Telephone: 918-293-3915 Fax Number: 918-748-8838

Federal Tax ID Number: 73-1112312

Subscribed and sworn to before me this 20th day of May 2025

My Commission Expires: 03/19/29

Joann Susan Cackler
Notary Public (or Clerk or Judge)



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

ATTACHMENT C
REFERENCES

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

(1) Customer Name: Becco Contractors

Telephone: 918-445-2684

Contact Name: Ed Smith

Title: Owner

Address: Tulsa OK 74157
City State Zip Code

Email Address: estimator@beccousa.com

(2) Customer Name: Tri-Star Construction

Telephone: 918-439-9155

Contact Name: Mark Huff

Title: Owner

Address: Catoosa OK 74015
City State Zip Code

Email Address: mhuff@tristarllc.com

(3) Customer Name: Timberwolf Excavating

Telephone: 918-284-5211

Contact Name: Jackson Jessop

Title: Owner

Address: Broken Arrow OK 740012
City State Zip Code

Email Address: jackson@twolfx.com

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

**ATTACHMENT D
INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Kevin McKean

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

N/A

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

X *KJM* VP of Sales

Subscribed and sworn to before me this 20th day of May 2025

My Commission Expires: 03/19/29

Joann Susan Cackler
Notary Public (or Clerk or Judge)



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

**ATTACHMENT E
PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Kevin McKean, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Anchor Stone Company, 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

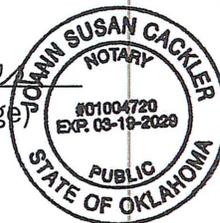
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

- 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 KRM VP of Sales

Subscribed and sworn to before me this 20th day of May 2025

My Commission Expires: 03/19/29 Joann Susan Cackler
(Notary Public (or Clerk or Judge))



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

ATTACHMENT A

Bid Title: Backfill Sand & Topsoil

Bid Number: 25.157

QuestCDN Project Number: 9670463

**THIS SHEET MUST BE FILLED OUT
USING THE BID WORKSHEET**

PRICING SUMMARY

Note: Pricing is to remain firm while contract is in effect

Comments/Notes:

No BID FOR SAND PRODUCTS
WE DO NOT HAVE THAT MATERIAL

Kyle Baker
President

Subscribed AND SWORN
to before me this
23rd day of May, 2025

Valorey L. Totten
VALOREY L TOTTEN
Notary Public - State of Oklahoma
Commission Number 21000258
My Commission Expires Jan 7, 2029

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

**ATTACHMENT B
TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number **XX.XXX** 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: Tulsa Topsoil Inc

Date: May 23, 2025

Company Name: Tulsa Topsoil Inc

Address: PO Box 924 Catoosa, OK 74015
City State Zip Code

Email: tulsatopsoil@gmail.com

Signature: Kyle Gibson *Kyle Gibson* Official Title: President

Please print or type name clearly: Kyle Gibson

Telephone: 918-710-0174 Fax Number: 918-739-5055

Federal Tax ID Number: 81-5305566

Subscribed and sworn to before me this 23rd day of May 2025

My Commission Expires: Jan 7, 2029 Valorey L Totten *Valorey L. Totten*

Notary Public (or Clerk or Judge) **VALOREY L TOTTEN**
Notary Public - State of Oklahoma
Commission Number 21000258
My Commission Expires Jan 7, 2029

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

**ATTACHMENT C
REFERENCES**

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

(1) Customer Name: City of Tulsa
 Telephone: 918-596-9484
 Contact Name: Sandy Williams
 Title: Purchasing Administrator for Streets and Sewer Dept
 Address: 2317 S Jackson Tulsa, OK 74147
City State Zip Code
 Email Address: sandiwilliams@cityoftulsa.org

(2) Customer Name: City of Owasso
 Telephone: 918-325-0627
 Contact Name: Chris Cook
 Title: Bailey Golf Course Manager
 Address: 10105 Larkin Bailey Road Owasso, OK 74055
City State Zip Code
 Email Address: ccook@cityofowasso.com

(3) Customer Name: Mustang Trucking
 Telephone: 918-630-8918 / 918-260-5372
 Contact Name: Steve Driggers
 Title: Dispatch
 Address: PO Box 2640 Catoosa, OK 74015
City State Zip Code
 Email Address: mustangtrucking99@gmail.com

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

**ATTACHMENT D
INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Rogers

Kyle Gibson

_____, 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 further 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:

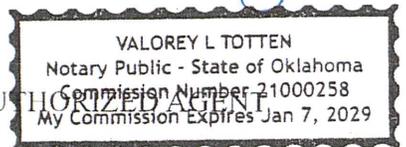
None

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.

x **Kyle Gibson** *Kyle Gibson*

Subscribed and sworn to before me this 23rd day of May 2025

My Commission Expires: January 7, 2029 **Valorey L Totten** *Valorey L Totten*
Notary Public (or Clerk or Judge)



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

**ATTACHMENT E
PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

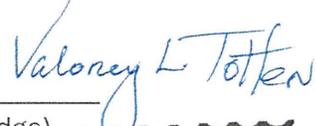
COUNTY OF: Rogers

Kyle Gibson, of lawful age, being first duly sworn, on oath says:

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

X Kyle Gibson 

Subscribed and sworn to before me this 23rd day of May 2025

My Commission Expires: January 7, 2025 Valorey L Totten 
(Notary Public (or Clerk or Judge))

VALOREY L TOTTON
Notary Public - State of Oklahoma
Commission Number 21000258
My Commission Expires Jan 7, 2029

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



City of Broken Arrow

Request for Action

File #: 25-810, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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

Background:

The City of Broken Arrow issued Bid #25.154 for the purchase of aggregate materials. The bid was sent to five vendors, advertised in the *Tulsa World*, and posted on the City's website. Bids were publicly opened on May 21, 2025.

The City received three bids-from Apac-Central, Inc., Greenhill Concrete, and Anchor Stone Company. After review, staff recommends awarding Apac-Central, Inc. as the primary vendor, with Greenhill Concrete and Anchor Stone Company designated as backup vendors. This will ensure material availability when needed.

Staff will use vendors based on availability and distance at the time of purchase. The cost will be charged to various funds, as this bid supports multiple City departments.

Cost: As bid per unit pricing, as needed

Funding Source: Various Funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: Bid tab for bid #25.154

Recommendation:

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



BID 25.154 - AGGREGATE

1) Description: The purpose of this bid is to establish an agreement for the supply and delivery of aggregate materials required for various municipal projects.						
				BIDDER #1	BIDDER #2	BIDDER #3
				APAC Central - Oklahoma	Greenhill Concrete	Anchor Stone Company
2) Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price	Unit Price
1 1/2" Crusher Run	TON	1	\$8.00	\$8.50	\$9.00	\$9.00
3" Crusher Run	TON	1	\$8.00	\$8.50	\$9.25	\$9.25
12", 18", & 36" Rip Rap	TON	1	\$22.50	\$24.00	\$21.75	\$21.75
3/8" Asphalt Chips & 1/2" Chips	TON	1	\$11.50	\$12.00	\$13.75	\$13.75
1" Road Rock & 1 1/2" Clean	TON	1	\$10.25	\$11.00	\$12.50	\$12.50
Screenings	TON	1	\$6.75	\$7.50	\$9.25	\$9.25
6" Surge Rock	TON	1	\$13.50	\$0.00	\$15.25	\$15.25
8" Surge Rock	TON	1	\$13.50	\$0.00	\$0.00	\$0.00
Gabion Stone	TON	1	\$0.00	\$21.00	\$15.25	\$15.25
Asphalt Millings	TON	1	\$0.00	\$0.00	\$0.00	\$0.00
Type A Aggregate	TON	1	\$8.50	\$9.00	\$9.00	\$9.00
Pugged Aggregate Base Per ODOT Specifications	TON	1	\$8.50	\$9.00	\$9.00	\$9.00
Delivery Cost Per Ton to City Yard, 1700 West Detroit	TRAILER	1	\$8.25	\$7.80	\$7.55	\$7.55
Delivery Cost Per Ton to City Yard, 1700 West Detroit	TRAILER RIP RAP	1	\$9.25	\$11.70	\$8.55	\$8.55
Delivery Cost Per Ton to City Yard, 1700 West Detroit	BOB TAIL	1	\$8.25	\$7.80	\$7.55	\$7.55
Delivery Cost Per Ton to City Yard, 1700 West Detroit	BOB TAIL RIP RAP	1	\$9.25	\$11.70	\$8.55	\$8.55
3 Notary Public Expires				5/2/2027	11/1/2028	3/19/2029
TOTAL				\$146.00	\$110.50	\$156.20

BID 25.154 - AGGREGATE

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, May 27, 2025

X *Ryan Baze*

Ryan Baze, General Services Director

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number ~~XX.XXX~~ ^{25.154} 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: APAC Central, Inc

Date: 4-29-25

Company Name: APAC Central, Inc

Address: 4608 S. Garnett Rd #600, Tulsa, OK 74146
City State Zip Code

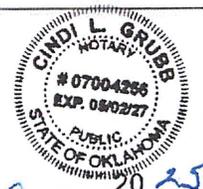
Email: cpratt@apac.com

Signature: [Signature] Official Title: Account Manager

Please print or type name clearly: Court Pratt

Telephone: 918.500.7941 Fax Number: _____

Federal Tax ID Number: 58-1401469



Subscribed and sworn to before me this 29th day of April 2025

My Commission Expires: 5-2-27 [Signature]
Notary Public (or Clerk or Judge)

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

**ATTACHMENT C
REFERENCES**

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

(1) Customer Name: Creek County

Telephone: 918-227-4909

Contact Name: Jana Thomas

Title: First Deputy / Purchasing Agent

Address: 317 E. Lee Rm100 Sapulpa, OK 74066
City State Zip Code

Email Address: jthomas@creekcountyonline.com

(2) Customer Name: City of Sand Springs

Telephone: 918-246-2601

Contact Name: Gary Duplissey

Title: Superintendent

Address: 8700 W. 21st St Sand Springs, OK 74063
City State Zip Code

Email Address: gddupli@sandspringsok.org

(3) Customer Name: A+A Asphalt Inc.

Telephone: 918-486-1204

Contact Name: Mark Antry

Title: President

Address: 28505 E. 121st St. S. Coweta, OK 74429
City State Zip Code

Email Address: mark@aaasphaltok.com

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

**ATTACHMENT D
INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Court Pratt

_____, 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 further 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:

APAC - Central, Inc.

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 [Signature]

Subscribed and sworn to before me this 29th day of April 20 25



My Commission Expires: 5-2-27 [Signature]
Notary Public (or Clerk or Judge)

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

**ATTACHMENT E
PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Court Pratt _____, of lawful age, being first duly sworn, on oath says:

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

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

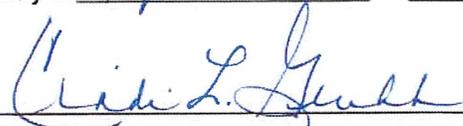
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

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

X _____ 



Subscribed and sworn to before me this 29th day of April 20 25

My Commission Expires: 5-2-27 
(Notary Public (or Clerk or Judge))

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

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **XX.XXX** 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: Anchor Stone Comany

Date: 05/20/2025

Company Name: Anchor Stone Company

Address: 4124 S Rockford Ave, Ste 201 Tulsa Ok 74105

City

State

Zip Code

Email: kevin@anchorstoneco.com

Signature:  Official Title: VP of Sales

Please print or type name clearly: Kevin McKean

Telephone: 918-293-3915 Fax Number: 918-748-8838

Federal Tax ID Number: 73-1112312

Subscribed and sworn to before me this 20th day of May 2025

My Commission Expires: 03/19/29 Joann Susan Cackler

Notary Public (or Clerk or Judge)



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

ATTACHMENT C
REFERENCES

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

(1) Customer Name: Becco Contractors

Telephone: 918-445-2684

Contact Name: Ed Smith

Title: Owner

Address: Tulsa OK 74157
City State Zip Code

Email Address: estimator@beccousa.com

(2) Customer Name: Tri-Star Construction

Telephone: 918-439-9155

Contact Name: Mark Huff

Title: Owner

Address: Catoosa OK 74015
City State Zip Code

Email Address: mhuff@tristarllc.com

(3) Customer Name: Timberwolf Excavating

Telephone: 918-284-5211

Contact Name: Jackson Jessop

Title: Owner

Address: Broken Arrow OK 740012
City State Zip Code

Email Address: jackson@twolfx.com

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

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Kevin McKean

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

N/A

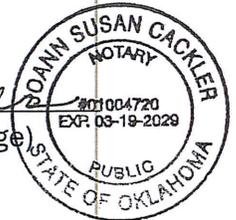
For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties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

X *KJR* VP of Sales

Subscribed and sworn to before me this 20th day of May 2025

My Commission Expires: 03/19/29

Joann Susan Cackler
Notary Public (or Clerk or Judge)



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

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Kevin McKean, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Anchor Stone Company, 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 *KRM* VP of Sales

Subscribed and sworn to before me this 20th day of May 2025

My Commission Expires: 03/19/29 Joann Susan Cackler
(Notary Public (or Clerk or Judge))



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

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number XX.XXX 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: BARBARA ELAINE WINDLE

Date: 5/21/25

Company Name: GREENHILL MATERIALS

Address: 14701 E HWY 266 OWASSO, OK 74055
City State Zip Code

Email: barbara.windle@greenhillmaterials.com

Signature: Barbara Windle Official Title: Office Mng. / Sales

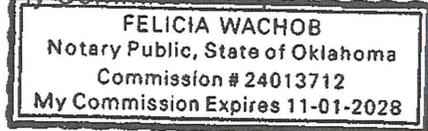
Please print or type name clearly: BARBARA WINDLE

Telephone: 918-274-6560 Fax Number: N/A

Federal Tax ID Number: 73-1133882

Subscribed and sworn to before me this 21st day of May 2025

My Commission Expires: 11-01-2028 Felicia Wachob



Notary Public (or Clerk or Judge)

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

**ATTACHMENT C
REFERENCES**

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

(1) Customer Name: Cherokee Pride Construction Inc

Telephone: 918-206-1630

Contact Name: Harlan Yocham

Title: OWNER

Address: PO Box 28 Sapulpa, OK 74067
City State Zip Code

Email Address: Admin@CherokeePride.net

(2) Customer Name: R+L Construction LLC

Telephone: 918-500-0630

Contact Name: Fabian Luevano

Title: OWNER

Address: 9901 S Frankoma Rd Sapulpa, OK 74066
City State Zip Code

Email Address: APR@RLConstructionLLC.com

(3) Customer Name: Thrive Outdoor Services

Telephone: 918-500-6879

Contact Name: Wes McCaskey

Title: OWNER

Address: 12598 S 201st W Ave Sapulpa, OK 74066
City State Zip Code

Email Address: WES@ThriveOutdoorOK.com

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

**ATTACHMENT D
INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Rogers

BARBARA WINDLE, 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:

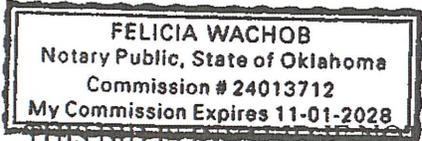
NONE

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.

x Barbara Windle

Subscribed and sworn to before me this 21st day of May 2025

My Commission Expires: 11-01-2028 Felicia Wachob
Notary Public (or Clerk or Judge)



THIS BID IS INVOLVED IN AND IS SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

**ATTACHMENT E
PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Rogers

Barbara Windle, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of GREENHILL MATERIALS, 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 Barbara Windle

Subscribed and sworn to before me this 21st day of MAY 2025

My Commission Expires 11-01-2028

FELICIA WACHOB
Notary Public, State of Oklahoma
Commission # 24013712
My Commission Expires 11-01-2028

Felicia Wachob
(Notary Public (or Clerk or Judge))

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



City of Broken Arrow

Request for Action

File #: 25-828, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Award the most advantageous bid to Ellsworth Construction and Apac-Central, Inc. as the primaries, and award Greenhill Concrete as a back-up vendor for asphalt as needed

Background:

The Purchasing Division prepared Bid #25156 for asphalt materials and distributed the request to five (5) vendors. In addition to being sent directly to vendors, the bid was also publicly advertised in the Tulsa World and posted on the City of Broken Arrow's website. Bids were opened on May 23, 2025, and the City received four (4) responses from Apac Central Inc., Asphalt Cowboys, Greenhill Concrete, and Ellsworth Construction.

City staff recommends awarding the primary contract to Ellsworth Construction and Apac Central Inc., as primaries, with Greenhill Concrete designated as a backup vendor. This will ensure asphalt availability as needed and provide flexibility to select a vendor based on availability and pricing at the time of purchase. The funding source will be various funds as this bid is for multiple departments and will be charged accordingly.

Cost: As bid per unit pricing, as needed

Funding Source: Various funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: Bid tab for bid #25.156, APAC Central Bid Doc's, Greenhill Concrete Bid Doc's, and Ellsworth Construction Bid Doc's.

Recommendation:

Award the most advantageous bid to Ellsworth Construction and Apac-Central Inc. as primaries with Greenhill Concrete designated as a back-up vendor for asphalt as needed

BID #25.156 - ASPHALT			BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4
Description: The purpose of this bid is to establish an agreement for The plant mix, for Asphalt Concrete Pavement, to be furnished, under this Proposal, shall conform with Section 708.04 and Section 411.03, 1999 Edition of the Oklahoma State Highway Specifications. Asphalt concrete pavement (hot mix-hot lay)			APAC Central - Oklahoma	Cowboy Asphalt	Greenhill Concrete/Materials	Ellsworth Construction, LLC
Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price	Unit Price
Type A Asphalt	TON	1	\$54.00	\$62.50	\$59.00	\$58.00
Type B Asphalt	TON	1	\$58.00	\$67.50	\$62.00	\$62.00
Type C Asphalt	TON	1	\$63.00	\$70.00	\$65.00	\$66.00
Type B Insoluble	TON	1	\$65.00	\$72.75	\$73.00	\$73.00
Super Save 3	TON	1	\$54.00	\$62.50	\$60.00	\$58.00
Super Save 4	TON	1	\$58.00	\$67.50	\$63.00	\$62.00
Additional Comments:			May Index: \$532.50	Cold Patch/QPR \$115		\$6.50 delivery per ton
						Free dump for asphalt or concrete spoils at plant location w/ purchase. Spoils must be separated and clean from trash and dirt
Notary Public Expires			5/2/2027	5/22/2028	11/1/2028	11/17/2025
TOTAL			\$352.00	\$402.75	\$382.00	\$379.00

BID #25.156 - ASPHALT

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

**ATTACHMENT B
TERMS AND SIGNATURE SHEET**

25.156

In compliance with this invitation for Bid Number ~~XX.XXX~~ 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: APAC Central, Inc

Date: 5/7/2025

Company Name: APAC Central, Inc

Address: 4608 S. Garnett Rd #600, Tulsa, OK 74146
City State Zip Code

Email: cpratt@apac.com

Signature: [Signature] Official Title: Account Manager

Please print or type name clearly: Court Pratt

Telephone: 918.500.7941 Fax Number: _____

Federal Tax ID Number: 58-1401469

Subscribed and sworn to before me this 7th day of May 2025

My Commission Expires: 5-2-27 [Signature]
Notary Public (or Clerk or Judge)



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

**ATTACHMENT C
REFERENCES**

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

(1) Customer Name: Creek County

Telephone: 918-227-4909

Contact Name: Jana Thomas

Title: First Deputy / Purchasing Agent

Address: 317 E. Lee Rm100 Sapulpa, OK 74066
City State Zip Code

Email Address: jthomas@creekcountyonline.com

(2) Customer Name: City of Sand Springs

Telephone: 918-246-2601

Contact Name: Gary Duplissey

Title: Superintendent

Address: 8700 W. 21st St Sand Springs, OK 74063
City State Zip Code

Email Address: gddupli@sandspringsok.org

(3) Customer Name: A & A Asphalt Inc.

Telephone: 918-486-1204

Contact Name: Mark Antry

Title: President

Address: 28505 E. 121st St. S. Coweta, OK 74429
City State Zip Code

Email Address: mark@aaasphaltok.com

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

**ATTACHMENT D
INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Court Pratt

_____, 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 further 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:

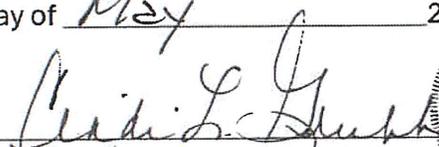
APAC Central, Inc

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 7th day of May 2025

My Commission Expires: 5-2-27


Notary Public (or Clerk or Judge)



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

**ATTACHMENT E
PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

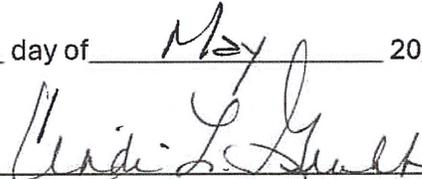
Court Pratt

_____, of lawful age, being first duly sworn, on oath says:

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

X 

Subscribed and sworn to before me this 7th day of May 2025

My Commission Expires: 5-2-27 
(Notary Public (or Clerk or Judge))



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

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **XX.XXX** 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: Sherwood Construction Co., Inc DBA Millennial Asphalt

Date: 5/15/25

Company Name: Millennial Asphalt

Address: 14960 E 56th Street North, Owasso OK, 74055
City State Zip Code

Email: marko.djukic@sherwood.net

Signature: [Signature] Official Title: Operations Manager

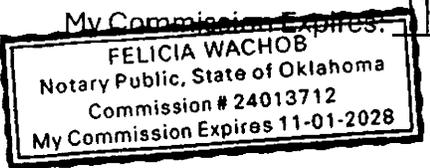
Please print or type name clearly: Marko Djukic

Telephone: 918-240-1410 Fax Number: _____

Federal Tax ID Number: 73-113382

Subscribed and sworn to before me this 15th day of May 2025

My Commission Expires: 11-01-2028 Felicia Wachob
Notary Public (or Clerk or Judge)



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

**ATTACHMENT C
REFERENCES**

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

(1) Customer Name: Ellsworth Construction

Telephone: 918-446-1500

Contact Name: Suzie Coats

Title: A/P

Address: 5141 S 24TH W AVE; TULSA, OK 74017
City State Zip Code

Email Address: scoats@ellsworthinc.com

(2) Customer Name: Rogers County District #2

Telephone: 918-443-2441

Contact Name: JACKIE TAYLOR OR WINNONA ROBERTSON

Title: A/P

Address: 6190 E400 RD; OOLOGAH OK 74053
City State Zip Code

Email Address: district2@rogerscounty.org; Winrobertson@rogerscounty.org

(3) Customer Name: Sherwood Construction

Telephone: 918-410-9675

Contact Name: Lindsay Dickson

Title: Corporate Controller

Address: 1640 S 101st E Ave; Tulsa OK 74128
City State Zip Code

Email Address: lindsay.dickson@sherwood.net

**ATTACHMENT D
INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Marko Djukic

_____, 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:

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.

X  _____

Subscribed and sworn to before me this 15th day of May 2025

My Commission Expires: 11-01-28

Felicia Wachob



Notary Public (or Clerk or Judge)

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

**ATTACHMENT E
PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Marko Djukic _____, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of **Millennial Asphalt** _____, 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 15th day of May 20 25

My Commission Expires: 11-01-2028 Felicia Wachob
(Notary Public (or Clerk or Judge))



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

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **XX.XXX** 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: Marcus Sparling, President
Ellsworth Construction, LLC

Date: 05/21/2025

Company Name: Ellsworth Construction, LLC

Address: 1209 S Frankfort Ave, STE 400 Tulsa, OK 74120
City State Zip Code

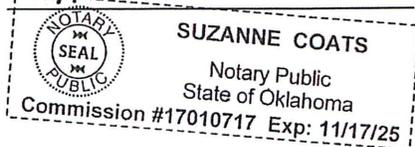
Email: msparling@ellsworthconstruction.com

Signature: [Signature] Official Title: President

Please print or type name clearly: Marcus Sparling

Telephone: 918 446 1500 Fax Number: 918 446 8198

Federal Tax ID Number: 201717097



Subscribed and sworn to before me this 21ST day of May 2025

My Commission Expires: 11.17.2025 [Signature]
Notary Public (or Clerk or Judge)

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

ATTACHMENT C
REFERENCES

SEE ATTACHED DOC. A305 for Statement of Qualifications and 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: _____

Telephone: _____

Contact Name: _____

Title: _____

Address: _____

City

State

Zip Code

Email Address: _____

(2) Customer Name: _____

Telephone: _____

Contact Name: _____

Title: _____

Address: _____

City

State

Zip Code

Email Address: _____

(3) Customer Name: _____

Telephone: _____

Contact Name: _____

Title: _____

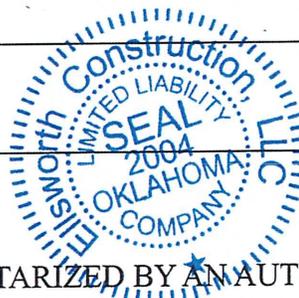
Address: _____

City

State

Zip Code

Email Address: _____



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

Document A305

Contractor's Qualification Statement

SECTION 00191-TULSA PUBLIC SCHOOLS-PAVING AT VARIOUS SITES

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: CITY OF BROKEN ARROW

NAME: ELLSWORTH CONSTRUCTION, LLC

ADDRESS: 1209 SOUTH FRANKFORT SUITE 400, TULSA, OK 74120

PRINCIPAL OFFICE: SAME AS ABOVE

Corporation

Partnership

Individual

Joint Venture

Other

TYPE OF WORK (file separate form for each Classification of Work):

General Construction

HVAC

Electrical

Plumbing

Other (please specify) CIVIL SITE WORK, ASPHALT & CONCRETE PAVING AND UTILITIES

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 30 + Years

§ 1.2 How many years has your organization been in business under its present business name? 17 Years Under Current Corp Structure

§ 1.2.1 Under what other or former names has your organization operated?
Ellsworth Sealcoating, Inc.

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: December 2004

§ 1.3.2 State of incorporation: Oklahoma

§ 1.3.3 CEO: Nathan Ellsworth

§ 1.3.4 President's name: Marcus Sparling

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

- § 1.4.1 Date of organization:
- § 1.4.2 Type of partnership (if applicable):
- § 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

- § 1.5.1 Date of organization:
- § 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

N/A

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Oklahoma

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Dirt Excavation, Site Concrete, Site Asphalt, Underground Utilities, etc.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

EXPO SQUARE	Crossland Construction	1,948,031
Gilcrease Museum Rd	City of Tulsa	998,898
COT Safety Training	Crossland Construction	2,135,875
Sapulpa Sports Complex	LD Kerns	231,150
COT Commanche Park	City of Tulsa	759,200
Scheels	Sampson	3,431,434
Bristow Airport	City of Bristow	600,000
Drumright PS Paving	Drumright Public Schools	238,791
ADA Runway Rehab	Delta	3,730,900

§ 3.4.1 State total worth of work in progress and under contract:

\$14,074,279

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

South Grand Lake Airport	City Of Ketchum	4,119,136	2019
R.L Jones Airport	Tulsa Airport Trust	3,200,000	2019
Prague Airport	City Of Prague	319,348	2019
Vinita Airport	City of Vinita	881,280	2019
COT MLK BLVD	City of Tulsa	4,704,000	2017-2018
COT Utica Street	City of Tulsa	4,351,000	2017-2018
Sulphur Airport	City of Sulphur	390,000	2017
Okmulgee Airport	City of Okmulgee	273,000	2017

§ 3.5.1 State average annual amount of construction work performed during the past five years:

23,500,000.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Robert Ellsworth	Managing Member	30 Years Experience
Nathan Ellsworth	Managing Member	15 Years Experience
Cachi Mendoza	Asphalt Superintendent	15 Years Experience
Victor Mancilla	Utility Superintendent	15 Years Experience

§ 4. REFERENCES

§ 4.1 Trade References:

APAC Central, Inc	Steve Yocham	918-438-2020
Greenhill Materials, Inc.	Matt Ritchie	918-266-6861
Utility Supply Co	Shawn Kurtz	918-266-0209
Haskell Lemons	Burl Wilkins	405-388-7197
Yellowhouse Machinery	Jeff Shaw	918-245-8557

§ 4.2 Bank References:

FNBB	Donnie Cox	918-764-3428
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§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Mid-Continent Group	Mark Eastin IV	918-588-1262
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§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets.

Other Assets.

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this 21ST day of May 20 25

Name of Organization: Ellsworth Construction, LLC

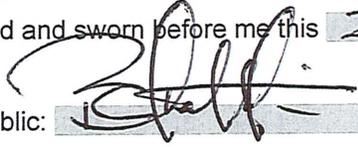
By: [Signature]
Marcus Sparling
Title: President of Construction

§ 6.2



Marcus Sparling, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 21st day of May 20 25

Notary Public: 

My Commission Expires: 04/02/28





Ellsworth Construction, LLC
1209 S Frankfort Avenue, Suite 400
Tulsa, OK 74120
msparling@ellsworthinc.com
918.446.1500
May 22nd, 2025

SEE SUBMITTALS ON FOLLOWING PAGES



ELLSWORTH MATERIALS MIX COST SHEET

ODOT S3 Recycle PG 64-22

Date:	5/20/2025	Project:	2025/2026 COBA Material Bid
A/C Content: VIRGIN	3.50%	Plant Location:	BROKEN ARROW PLANT
A/C Content: TOTAL	4.50%	Mix:	ODOT S3 Recycle PG 64-22
VIR AGG Content:	75.50%	Tax %:	0.000%
		Total Tons:	10,000
AGGREGATES		LIQUID ASPHALT / AC	
Pricing Good THRU:	6/1/20226	Pricing Good THRU:	6/30/2026
Analysis Breakdown for:	100 Ton	Supplier: ESTIMATED	\$ 548.48 s
Recycle Materials	20.00% %	Mix Design AC Content:	4.50% %
Virgin Aggregates	75.5 Ton	AC Content in RAP:	5.00% %
		AC Content in RAS:	0.00% %
Total Recycle in Aggregate	20.0 Ton	AC Quantity From RAP	1.00% Ton
		AC Quantity From RAS	0.00% Ton
Total Aggregate + Recycle	95.5 Ton	Total Virgin AC Quantity	3.50% Ton

COST BREAKDOWN									
SOURCE	Description	Bin Splits	Neat Line Qty	Moisture Factor	Yield Factor	Projecte d Quantity	Material Unit Cost	Freight Unit Cost	Material Cost

RECYCLE MATERIALS									
ELLSWORTH BA	Fine RAP	20%	19.1	1.050	1.025	20.6	8.00	0.00	164
ELLSWORTH BA	1/2" RAP	0%	0.0	1.050	1.025	0.0	8.00	0.00	0
	RAS	0%	0.0	1.060	1.025	0.0	0.00	0.00	0

VIRGIN AGGREGATES									
APAC	1" Rock #67 Stone	22%	21.0	1.030	1.020	22.1	9.40	7.04	363
APAC	1/2" CHIPS	13%	12.4	1.030	1.020	13.0	9.50	7.04	216
APAC	SCREENINGS	10%	9.6	1.030	1.020	10.0	6.50	7.04	136
APAC	MAN SAND	25%	23.9	1.030	1.020	25.1	7.25	7.04	358
APAC	WASHED SAND	10%	9.6	1.040	1.020	10.1	13.25	7.04	206
WMD	DRAG SAND	0%	0.0	1.040	1.020	0.0	7.25	24.50	0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0

BIN SPLIT TOTAL	100%	95.50				100.92			
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LIQUID ASPHALT									
GRADE	PG64-22	3.50	1.00	1.030	3.605	548.48	10.00		2,013
	TOTALS	99.00			104.52				3,456

COMMENTS

MATERIAL COST/TON	34.91
FIXED COST	\$ 12.00
QUALITY CNTRL	\$ -
COMMENTS +/-	\$ -
SUBTOTAL	\$ 46.91
% MARGIN	19.12%
MARGIN / TON	\$ 11.090
MIX PRICE / TON	\$ 58.00
TAX %	0.00% \$ -
TOTAL \$/TON	\$ 58.00



ELLSWORTH MATERIALS MIX COST SHEET

ODOT S4 Recycle PG 64-22

Date:	5/20/2025	Project:	2025/2026 COBA Material Bid
A/C Content: VIRGIN	3.85%	Plant Location:	BROKEN ARROW PLANT
A/C Content: TOTAL	5.10%	Mix:	ODOT S4 Recycle PG 64-22
VIR AGG Content:	69.90%	Tax %:	0.000%
		Total Tons:	10,000
AGGREGATES		LIQUID ASPHALT / AC	
Pricing Good THRU:	6/1/20226	Pricing Good THRU:	6/30/2026
Analysis Breakdown for:	100 Ton	Supplier:	ESTIMATED \$ 548.48 \$
Recycle Materials	25.00% %	Mix Design AC Content:	5.10% %
Virgin Aggregates	69.9 Ton	AC Content in RAP:	5.00% %
		AC Content in RAS:	0.00% %
Total Recycle in Aggregate	25.0 Ton	AC Quantity From RAP	1.25% Ton
		AC Quantity From RAS	0.00% Ton
Total Aggregate + Recycle	94.9 Ton	Total Virgin AC Quantity	3.85% Ton

COST BREAKDOWN									
SOURCE	Description	Bin Splits	Neat Line Qty	Moisture Factor	Yield Factor	Projecte d Quantity	Material Unit Cost	Freight Unit Cost	Material Cost

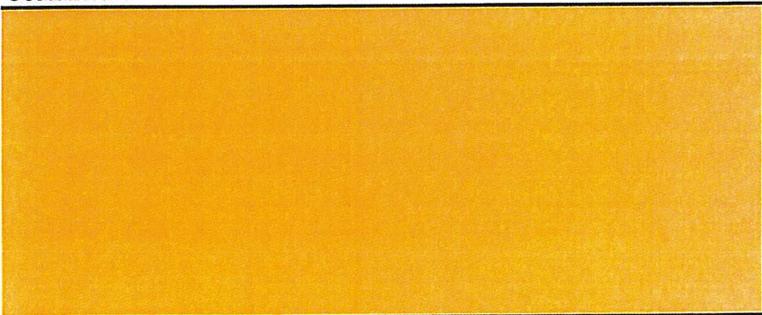
RECYCLE MATERIALS									
ELLSWORTH BA	Fine RAP	25%	23.7	1.050	1.025	25.5	8.00	0.00	204
ELLSWORTH BA	1/2" RAP	0%	0.0	1.050	1.025	0.0	0.00	0.00	0
	RAS	0%	0.0	1.060	1.025	0.0	0.00	0.00	0

VIRGIN AGGREGATES									
APAC	#67 Rock	13%	12.3	1.030	1.020	13.0	9.50	7.04	214
APAC	1/2" CHIPS	14%	13.3	1.030	1.020	14.0	9.50	7.04	231
APAC	SCREENINGS	10%	9.5	1.030	1.020	10.0	6.50	7.04	135
APAC	MAN SAND	26%	24.7	1.030	1.020	25.9	7.25	7.04	370
APAC	WASHED SAND	12%	11.4	1.040	1.020	12.1	13.25	7.04	245
WMD	DRAG SAND	0%	0.0	1.040	1.020	0.0	7.25	24.50	0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0

BIN SPLIT TOTAL	100%	94.90				100.43			
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LIQUID ASPHALT									
GRADE	PG64-22	3.85	1.00	1.030	3.966	548.48	10.00		2,215
	TOTALS	98.75			104.39				3,615
									MATERIAL COST/TON 36.60

COMMENTS



FIXED COST	\$	12.00
QUALITY CNTRL	\$	-
COMMENTS +/-	\$	-
SUBTOTAL	\$	48.60
% MARGIN		21.60%
MARGIN / TON	\$	13.391
MIX PRICE / TON	\$	62.00
TAX %	0.00%	\$ -
TOTAL \$/TON	\$	62.00



Oklahoma Department of Transportation Mix Design Report

Asphalt Concrete, Type S4 (PG 64-22 OK) Mat'l. Code: asco012

Binder - Recycled ID: B2
(Design Type and Design Type ID)

(Material Full Name and Material Code)

APAC-Oklahoma P/S # m00552

S4qc0061202410

(Producer/Supplier Name and Producer/Supplier Code)

(Mix ID)

APAC Central #04053 (Tulsa, OK) - 600TPH PLANT ID # m00552-07

(Plant Name and Plant ID)

Aggregate	Producer/Supplier	% USED
3/4" Chips	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	13
1/2" Chips	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	14
Scrns.	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	10
Man. Sand	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	26
Sand	Holiday Sand & Gravel (Bixby, OK) P/S # m001997212	12
Fine R.A.P.	Contractor / Project Site P/S # Contractor	25

Asphalt Cement: Asphaltic Cement Type PG 64-22 OK, acem003, Lion Oil Co. (Muskogee, OK), m00511
(Material Full Name, Material Code, Producer/Supplier Name, Producer/Supplier Code)

Sieve Size	Producer/Supplier:							Comb. Agg.	%			
	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	Holiday Sand & Gravel (Bixby, OK) P/S # m001997212	Contractor / Project Site P/S # Contractor			JMF	Min.	Max.	Tol. (±)
3/4" Chips	100	100	100	100	100	100	100	100	100	100	0	
1/2 in (12.5 mm)	62	100	100	100	100	97	94	94	87	100	7	
3/8 in (9.5 mm)	33	91	100	100	100	90	88	88	81	95	7	
#4 (4.75 mm)	5	22	81	92	98	69	65	65	58	72	7	
#8 (2.36 mm)	3	4	56	57	89	50	45	45	40	50	5	
#16 (1.18 mm)	3	3	38	30	68	38	30	30	26	34	4	
#30 (.600 mm)	3	3	28	17	40	29	20	20	16	24	4	
#50 (.300 mm)	2	3	22	10	12	20	12	12	8	16	4	
#100 (.150 mm)	2	2	17	7	1	14	8	8	5	11	3	
#200 (.075 mm)	2.1	2.2	13.9	5.9	0.4	9.7	6.0	6.0	4.0	8.0	2	
AC Content %						5.2	5.1	5.1	4.7	5.5	0.4	

Requires Form 93-E0 signed by the Department for production use. -Oklahoma D.O.T. Materials-

Mix temperature @ discharge from mixer: 305 (152) °F (°C) Required ± 20 °F (± 10 °C)
 Optimum roadway compaction temperature: 290 (143)
 Laboratory mixing temperature: 325 (163)
 Laboratory compaction temperature: 300 (149)

Tests on Asphalt Cement	Found
Specific Gravity @ 77 ° F	1.0100

Requires Form 93-E0 signed by the Department for production use. -Oklahoma D.O.T. Materials-

	% Density		
	# Gvr.	of Gmm	% Density Required
Nini	6	88.0	85.5 - 91.5
Ndes	50		96.0

Tests on Aggregates	Required	Units
Durability Index	69	40 min. %
F.A.A. %U	N/A	%
Flat and Elongated	10	max. %
Fractured Faces	100/100	85/80 min. %
Insoluble Residue	2.5	N/A %
LA Abrasion	29.7	40 max. %
Micro-Deval	16.5	N/A %
Permeability	2.1	12.5 max. 10 ⁻⁵ cm/s
Sand Equivalent	72	40 min. %
IOC	0.14	%
Gse	2.669	
Gsb	2.626	
Specimen Weight	4700	g

%AC	% Density			% VMA	% VMA Required	% VFA	% VFA Required
	Gmb	Gmm	of Gmm				
4.6	2.338	2.482	94.2	15.1	14.5 / 14.0	61.6	72 - 77
5.1	2.366	2.463	96.1	96.0 / 94.5 - 97.4	14.5	73.1	
5.6	2.376	2.444	97.2	14.6		80.8	

ITS (PSI) 118.6 N/A min.
 TSR 0.87 0.80 / 0.75 min. (Design / Field)
 Compacted Wt. (lbs/sy/1" thick) = 108.3 @ 5.1 % Asphalt Cement
 3.8 % New Asphalt Cement

Hamburg Rut Test Depth (mm) 7.51 12.50 max. @ 10,000 cycles
 MEETS SPECIFICATION REQUIREMENTS PER SPECIAL PROVISION 708-26(a-f) 09
 Comments: CORRECTED (Aggregate source for APAC-Central (7204) changed to APAC-Central (7201))

Last Modified By: Schratwieser, Edward P. eschratw Date: 1/13/2014
 (User Name and User ID) (mm/dd/yyyy)



ELLSWORTH MATERIALS MIX COST SHEET

ODOT S5 Recycle PG 64-22

Date:	5/20/2025	Project:	2025/2026 COBA Material Bid		
A/C Content: VIRGIN	4.25%	Plant Location:	BROKEN ARROW PLANT		
A/C Content: TOTAL	5.50%	Mix:	ODOT S5 Recycle PG 64-22		
VIR AGG Content:	69.50%	Tax %:	0.000%	Total Tons:	10,000
AGGREGATES			LIQUID ASPHALT / AC		
Pricing Good THRU:	6/1/20226	Pricing Good THRU:	6/30/2026		
Analysis Breakdown for:	100 Ton	Supplier:	ESTIMATED	\$ 548.48	\$
Recycle Materials	25.00% %	Mix Design AC Content:	5.50%	%	
Virgin Aggregates	69.5 Ton	AC Content in RAP:	5.00%	%	
		AC Content in RAS:	0.00%	%	
Total Recycle in Aggregate	25.0 Ton	AC Quantity From RAP	1.25%	Ton	
		AC Quantity From RAS	0.00%	Ton	
Total Aggregate + Recycle	94.5 Ton	Total Virgin AC Quantity	4.25%	Ton	

COST BREAKDOWN									
SOURCE	Description	Bin Splits	Neat Line Qty	Moisture Factor	Yield Factor	Projected Quantity	Material Unit Cost	Freight Unit Cost	Material Cost

RECYCLE MATERIALS									
ELLSWORTH BA	Fine RAP	25%	23.6	1.050	1.025	25.4	8.00	0.00	203
ELLSWORTH BA	1/2" RAP	0%	0.0	1.050	1.025	0.0	0.00	0.00	0
	RAS	0%	0.0	1.060	1.025	0.0	0.00	0.00	0

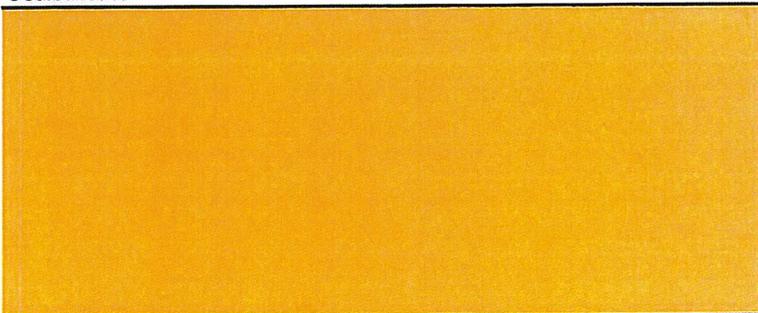
VIRGIN AGGREGATES									
APAC	#67 Rock	0%	0.0	1.030	1.020	0.0	9.50	7.04	0
APAC	1/2" CHIPS	20%	18.9	1.030	1.020	19.9	9.50	7.04	328
APAC	SCREENINGS	5%	4.7	1.030	1.020	5.0	6.50	7.04	67
APAC	MAN SAND	40%	37.8	1.030	1.020	39.7	7.25	7.04	567
APAC	WASHED SAND	10%	9.5	1.040	1.020	10.0	13.25	7.04	203
WMD	DRAG SAND	0%	0.0	1.040	1.020	0.0	7.25	24.50	0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0

BIN SPLIT TOTAL	100%	94.50			99.98				
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LIQUID ASPHALT									
GRADE	PG64-22	4.25	1.00	1.030	4.378	548.48	10.00		2,445
	TOTALS	98.75			104.36				3,815

MATERIAL COST/TON 38.63

COMMENTS



FIXED COST	\$ 12.00
QUALITY CNTRL	\$ -
COMMENTS +/-	\$ -
SUBTOTAL	\$ 50.63
% MARGIN	23.29%
MARGIN / TON	\$ 15.372
MIX PRICE / TON	\$ 66.00
TAX %	0.00%
TOTAL \$/TON	\$ 66.00

APAC-Central, Inc. Mix Design

Mix Type S5 Binder
 Contractor PCSI

Design No. COT-HO S5 Recycle
 Producer APAC-Central, Inc. @ Tulsa Oklahoma

MATERIAL	SOURCE	Pit No.	%USED
1/2" Chips	APAC-Central Tulsa,Ok	7201	20
Screenings	APAC-Central Tulsa,Ok	7201	5
Man Sand	APAC-Central Tulsa,Ok	7201	40
Sand	Holiday S&G Bixby,OK	7212	10
RAP	Contractor Project Site		25

Asphalt Cement PG 64-22 (AASHTO M 320) Holly Catoosa, OK 6.0

Sieve Size	1/2" Chips	Scrns	Man Sand	Sand	RAP	Combined Aggregate	Job Formula	JMF Tolerances
1/2"	100	100	100	100	100	100	100	+/- 0
3/8"	94	100	100	100	92	97	97	+/- 7
No. 4	21	81	93	99	73	74	74	+/- 7
No. 8	3	58	59	94	55	50	50	+/- 5
No. 16	2	40	31	71	41	32	32	+/- 4
No. 30	2	29	16	43	31	20	20	+/- 4
No. 50	2	22	9	16	20	12	12	+/- 4
No. 100	2	17	5	2	13	7	7	+/- 3
No. 200	1.4	13.5	4.1	0.5	9.1	4.9	4.9	+/- 2

Asphalt Cement PG 64-22 (AASHTO M 320)

Optimum Roadway Compaction Temperature, F 305
 Mix Temperature @ Discharge from Mixer, F 325

6.0
5.5
+/- 0.4
+/- 20

Tests on Asphalt Cement:	Found	Tests on Aggregates:	Found	Required
Spec. Grav. @ 77 Deg F	1.01	Sand Equivalent	69	45 Min
		L.A. Abrasion	30.0	40 max
		Durability (DC)	69.0	40 Min.
		Insoluble Residue	N/A	40 Min
		Micro Deval	16.5	
		Permeability	4.9	12.5x10-5 cm/s Max
		Fractured Faces	100/100	85/80 Min
		IOC	0.14	
		Gse	2.645	
		Gsb	2.610	
		Specimen Wt	4700	

Tests on Compressed Mixtures (at Design AC Content)

	SGC	Dens. % of Gmm	Dens. % of Gmm Req'd
Nini	6	87.7	85.5-89.4
Ndes	50		96

Tests on Compressed Mixtures:

Percent Asphalt	Gmb	Gmm	Dens.% of Gmm	Dens.% Req'd Gmm	V.M.A. (%)	V.M.A. (Min. %)	%VFA	% VFA (Req'd)	% DP	% DP (Req'd)
5.5	2.282	2.429	93.9		17.4		0.65		1.0	
6.0	2.308	2.410	95.8	94.5-97.4	16.9	15.5	0.75	65-78	0.9	0.6-1.6
6.5	2.339	2.393	97.7		16.2		0.86		0.8	

Mix Layer Depth <4"
 TSR: 0.83 0.80 Min (0.75 Min. Field) Required
 Compacted Wt. 105.9 lbs/sy/1" thickness



ELLSWORTH MATERIALS MIX COST SHEET

ODOT S4 Insoluble

Date:	5/20/2025	Project:	2025/2026 COBA Material Bid
A/C Content: VIRGIN	5.30%	Plant Location:	BROKEN ARROW PLANT
A/C Content: TOTAL	5.30%	Mix:	ODOT S4 Insoluble PG 64-22
VIR AGG Content:	94.70%	Tax %:	0.000%
		Total Tons:	10,000

AGGREGATES			LIQUID ASPHALT / AC		
Pricing Good THRU:	6/1/20226		Pricing Good THRU:	6/30/2026	
Analysis Breakdown for:	100	Ton	Supplier:	ESTIMATED	\$ 548.48 s
Recycle Materials	0.00%	%	Mix Design AC Content:	5.30%	%
Virgin Aggregates	94.7	Ton	AC Content in RAP:	5.00%	%
			AC Content in RAS:	0.00%	%
Total Recycle in Aggregate	0.0	Ton	AC Quantity From RAP	0.00%	Ton
			AC Quantity From RAS	0.00%	Ton
Total Aggregate + Recycle	94.7	Ton	Total Virgin AC Quantity	5.30%	Ton

COST BREAKDOWN									
SOURCE	Description	Bin Splits	Neat Line Qty	Moisture Factor	Yield Factor	Projecte d Quantity	Material Unit Cost	Freight Unit Cost	Material Cost

RECYCLE MATERIALS									
ELLSWORTH BA	Fine RAP	0%	0.0	1.050	1.025	0.0	8.00	0.00	0
ELLSWORTH BA	1/2" RAP	0%	0.0	1.050	1.025	0.0	0.00	0.00	0
	RAS	0%	0.0	1.060	1.025	0.0	0.00	0.00	0

VIRGIN AGGREGATES									
APAC	3/4" #67 Rock	21%	19.9	1.030	1.020	20.9	9.50	7.04	346
APAC	1/2" CHIPS	0%	0.0	1.030	1.020	0.0	9.50	7.04	0
APAC	SCREENINGS	24%	22.7	1.030	1.020	23.9	6.50	7.04	323
APAC	MAN SAND	17%	16.1	1.030	1.020	16.9	7.25	7.04	242
APAC	WASHED SAND	15%	14.2	1.040	1.020	15.1	13.25	7.04	306
WMD	MINE CHAT	23%	21.8	1.040	1.020	23.1	13.25	24.50	872
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0
			0.0			0.0			0

BIN SPLIT TOTAL	100%	94.70			99.86				
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LIQUID ASPHALT									
GRADE	PG64-22	5.30	1.00	1.030	5.459	548.48	10.00		3,049
	TOTALS	100.00			105.32				5,137

COMMENTS

MATERIAL COST/TON	51.37
FIXED COST	\$ 12.00
QUALITY CNTRL	\$ -
COMMENTS +/-	\$ -
SUBTOTAL	\$ 63.37
% MARGIN	13.19%
MARGIN / TON	\$ 9.629
MIX PRICE / TON	\$ 73.00
TAX %	0.00%
TOTAL \$/TON	\$ 73.00



Oklahoma Department of Transportation Mix Design Report

Asphalt Concrete, Type S4 (PG 64-22 OK) Mat'l. Code: asco012
 (Material Full Name and Material Code)
 APAC-Oklahoma P/S # m00552
 (Producer/Supplier Name and Producer/Supplier Code)
 APAC Central #04053 (Tulsa, OK) - 600TPH PLANT ID # m00552-07
 (Plant Name and Plant ID)

Insoluble ID: I1
 (Design Type and Design Type ID)
 S4qc0062300100
 (Mix ID)

Aggregate	Producer/Supplier	% USED
3/4" Chips	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	21
Man. Sand	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	17
Scrns.	APAC-Central, 46th St (NW pit Tulsa, OK) P/S # m001197201	24
Sand	Holiday Sand & Gravel (Bixby, OK) P/S # m001657231	15
Mine Chat	Mine Chat @ Tri City Area P/S # MineChat	23
Asphalt Cement: Asphaltic Cement Type PG 64-22 OK, acem003, HollyFrontier (Catoosa, OK), m01028 (Material Full Name, Material Code, Producer/Supplier Name, Producer/Supplier Code)		

Sieve Size	Producer/Supplier:						Comb. Agg.	%			Tot. (%)
	3/4" Chips	Man. Sand	Scrns.	Sand	Mine Chat			JMF	Min.	Max.	
3/4 in (19 mm)	100	100	100	100	100	100	100	100	100	0	
1/2 in (12.5 mm)	57	100	100	100	100	85	91	84	98	7	
3/8 in (9.5 mm)	27	100	100	100	100	60	85	78	92	7	
#4 (4.75 mm)	4	80	83	99	48	60	60	53	67	7	
#8 (2.36 mm)	4	45	58	91	10	38	38	33	43	5	
#16 (1.18 mm)	4	23	42	72	3	26	26	22	30	4	
#30 (.600 mm)	3	12	31	43	2	17	17	13	21	4	
#50 (.300 mm)	3	7	24	9	1	9	9	5	13	4	
#100 (.150 mm)	3	5	18	1	1	6	6	3	9	3	
#200 (.075 mm)	2.7	4.4	14.7	0.4	0.7	5.1	5.1	3.1	7.1	2	
AC Content %						5.3	5.3	4.9	5.7	0.4	

Requires Form 93-E0 signed by the Department for production use. -Oklahoma D.O.T. Materials-

Mix temperature @ discharge from mixer: 305 (152) ± 20 °F (± 10 °C) **Required**
 Optimum roadway compaction temperature: 290 (143)
 Laboratory mixing temperature: 325 (163)
 Laboratory compaction temperature: 300 (149)

Tests on Asphalt Cement	Found
Specific Gravity @ 77 ° F	1.0100

Requires Form 93-E0 signed by the Department for production use. -Oklahoma D.O.T. Materials-

Tests on Compressed Mixtures (@ Design AC)			
	# Gvr.	% Density of Gmm	% Density Required
Nini	6	87.7	85.5 - 91.5
Ndes	50		96.0

Tests on Aggregates	Required	Units
Contabro	68.0	N/A %
Durability Index	68	40 min. %
F.A.A. %U		N/A %
Flat and Elongated	10	max. %
Fractured Faces	100/100	85/80 min. %
Insoluble Residue	38.7	30 min. %
LA Abrasion	23	40 max. %
Micro-Deval	14.9	N/A %
Permeability	0.8	12.5 max. 10 ⁻⁵ cm/s
Sand Equivalent	76	40 min. %
IOC	0.34	%
Gse	2.643	
Gsb	2.586	
Specimen Weight	4700	g

Tests on Compressed Mixtures							
%AC	Gmb	Gmm	% Density of Gmm	% Density Required	% VMA	% VMA Required	% VFA
4.8	2.315	2.453	94.4	Design / Field	14.8	Design / Field	62.2
5.3	2.335	2.434	95.9	96.0 / 94.5 - 97.4	14.5	14.5 / 14.0	71.7
5.8	2.344	2.416	97.0		14.6		79.5

ITS (PSI) 114.4 N/A min.
 TSR 0.87 0.80 / 0.75 min. (Design / Field)
 Compacted Wt. (lbs/sy/1" thick) = 107.1 @ 5.3 % Asphalt Cement
 Hamburg Rut Test Depth (mm) 5.57 12.50 max. @ 10,000 cycles

MEETS SPECIFICATION REQUIREMENTS PER SPECIAL PROVISION 708-26(a-f) 09

Comments: _____
 Last Modified By: Smith, Jerry D. jsmilh Date: 1/11/2023
 (User Name and User ID) (mm/dd/yyyy)

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

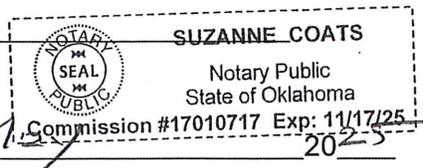
Marcus Spauling, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the 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:

not applicable



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 [Signature]



Subscribed and sworn to before me this 21ST day of May, 2025

My Commission Expires: 11.17.2025

Suzanne Coats
Notary Public (or Clerk or Judge)

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

**ATTACHMENT E
PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Marcus Spauling, of lawful age, being first duly sworn, on oath says:

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

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

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

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

X [Signature]

Subscribed and sworn to before me this 21ST day of May 2025

My Commission Expires: 11.17.2025 [Signature]

(Notary Public for Clerk of the Court)
Notary Public
State of Oklahoma
Commission #17010717 Exp: 11/17/25



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



City of Broken Arrow

Request for Action

File #: 25-843, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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

Background:

The City of Broken Arrow, through the Maintenance Services Department, solicited bids for HVAC services under \$2,500 to ensure timely, efficient, and cost-effective maintenance and repairs for City facilities. The Purchasing Division issued Bid 25.166, which was sent to six vendors. Bids were publicly opened on June 4, 2025, and three responses were received. The opportunity was also advertised in the Tulsa World and on the City of Broken Arrow website to promote transparency and encourage competitive participation.

After a thorough evaluation of the bids, City staff recommends awarding the primary contract to Graham Mechanical, with McIntosh Services designated as the secondary vendor. Graham Mechanical has consistently provided high-quality service to the City, and staff are confident in their continued ability to deliver reliable and responsive HVAC support.

Cost: Stated in proposal

Funding Source: Various Funding Sources

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Bid Tab 25.166, Graham Mechanical Bid Doc's, McIntosh Services Bid Doc's

Recommendation:

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

BID NO. 25.166-HVAC SERVICES UNDER \$2,500	BIDDER 1	BIDDER 2	BIDDER 3
Description: TThe City of Broken Arrow reserves the right to award multiple vendors. This will be a time and materials agreement for HVAC services. The awarded vendor will provide labor, materials, and equipment necessary for the maintenance, repair, and installation of heating, ventilation, and air conditioning (HVAC) systems as specified in this solicitation. Pricing shall be based on an hourly labor rate for technicians, along with material costs as required. Payment will be made based on actual work performed, subject to inspection and approval to ensure compliance with industry standards and project specifications.	Graham Mechanical HVAC, LLC	McIntosh Services, LLC	Polar Bear Jack's Heating and Air Design
PRICE SUMMARY - RATES AND CHARGES	Per Hour	Per Hour	Per Hour
Service Call Charge	\$0.00	N/A	\$95.00
Journeyman Labor Rate Per Hour	\$100.00	\$97.00	\$123.00
Apprentice Labor Rate Per Hour	\$50.00	\$80.00	\$108.00
Labor Rate After Hour or Overtime Calls	N/A	\$146.00	\$151.00
Materials / Parts Show Markup Cost if Applicable	15%	20%	43%
Mileage Charlges, Calculated Basis	\$0.00	1.13/MILE	N/A
Other charges if Applicable	N/A	N/A	\$125.00
ADDITIONAL COMMENTS			
		Line Card	Freon 410A/TDX20 \$80
			Apprentice Labor OT
			\$130.00
NOTARY PUBLIC COMMISSION DATE EXPIRES	5/27/2029	8/17/2027	9/17/2028
TOTAL	\$150.15	\$323.20	\$602.43

BID NO. 25.166-HVAC SERVICES UNDER \$2,500

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to 6 Vendors with 3 Vendors responding.

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

Thursday, June 5, 2025

X *Ryan Baze*

Ryan Baze, General Services Director

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number ~~XX-XXX~~ ^{25.166} 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: Dale Graham

Date: 5/20/2025

Company Name: Graham Mechanical HVAC, LLC

Address: 312 E. 4th Street, Skiatook OK 74070

City State Zip Code

Email: daleggraham@gmail.com

Signature: *Dale Graham* Official Title: Member

Please print or type name clearly: Dale Graham

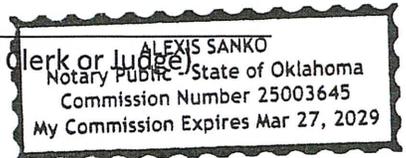
Telephone: 918-500-0111 Fax Number: _____

Federal Tax ID Number: 93-4506690

Subscribed and sworn to before me this 27 day of May 20 25

My Commission Expires: MAY 27, 2029 *Alexis Sanko*

Notary Public (or Clerk or Judge)



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

ATTACHMENT C
REFERENCES

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

(1) Customer Name: City of Broken Arrow
 Telephone: 918 770 2620
 Contact Name: Jeff Ocker
 Title: Manager Building Main
 Address: Broken arrow OK 74011
City State Zip Code
 Email Address: Jocker@brokenarrowok.gov

(2) Customer Name: Mias Green
 Telephone: 917 572 1834
 Contact Name: Kyng er Yi
 Title: owner
 Address: OKmulgee OK 74447
City State Zip Code
 Email Address: N/A

(3) Customer Name: OKay Filter
 Telephone: 918 266 3771
 Contact Name: Carol
 Title: Manager
 Address: Tulsa OK 74116
City State Zip Code
 Email Address: Carol@okfilter.com

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

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

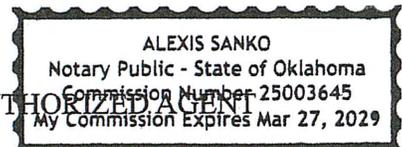
Dale Granam, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's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

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

[Signature]

Subscribed and sworn to before me this 27 day of May 2025

My Commission Expires: Mar 27, 2029 [Signature]
Notary Public (or Clerk or Judge)



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

ATTACHMENT E
PROPOSAL AFFIDAVIT

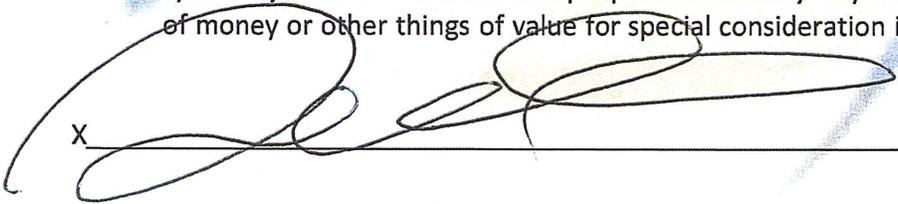
The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: tulsa

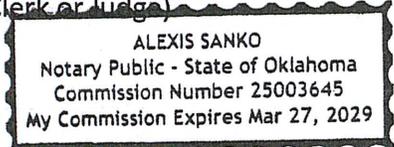
Dale Graham, of lawful age, being first duly sworn, on oath says:

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

X 

Subscribed and sworn to before me this 27 day of May 2025

My Commission Expires: Mar 27, 2029 Alexis Sanko
(Notary Public (or Clerk or Judge))



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

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number XX.XXX 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: JORDAN FULTON

Date: 5-28-25

Company Name: McINTOSH SERVICE

Address: 4640 S 83RD AVE TULSA OK 74145
City State Zip Code

Email: FULTON.J@mcINTOSHOK.COM

Signature: [Signature] Official Title: PRESIDENT

Please print or type name clearly: JORDAN FULTON

Telephone: 918-270-1414 Fax Number: 918-270-1444

Federal Tax ID Number: 47-2332484

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

My Commission Expires: 8/17/2027 [Signature]
Notary Public (or Clerk or Judge)



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

ATTACHMENT C
REFERENCES

See attached 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: _____

Telephone: _____

Contact Name: _____

Title: _____

Address: _____

City

State

Zip Code

Email Address: _____

(2) Customer Name: _____

Telephone: _____

Contact Name: _____

Title: _____

Address: _____

City

State

Zip Code

Email Address: _____

(3) Customer Name: _____

Telephone: _____

Contact Name: _____

Title: _____

Address: _____

City

State

Zip Code

Email Address: _____

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



NAME OF CORPORATION	McIntosh Corporation PO Box 472208 Tulsa, OK 74147-2208 918.270.1414 – 918.270.1444 Fax								
CORPORATE TAX ID NUMBER	73-1354458	CORPORATE D&B NUMBER	19-858-3056						
PRINCIPALS	Charles Benningfield, Chief Executive Officer Jordan Fulton, President and Chief Operating Officer Matt Groves, Director of Operations								
NAME OF LLC'S/LOCATIONS	McIntosh Mechanical, LLC Charles Benningfield - President 918.270.1414 – 918.270.1444 Fax		McIntosh Service, LLC Jordan Fulton - President 918.270.1414 – 918.359.9154 Fax						
	<i>Mailing Address:</i> PO Box 472208 Tulsa, OK 74147	<i>Physical Address:</i> 8141 E 48 th St Tulsa, OK 74145	<i>Mailing Address:</i> PO Box 472208 Tulsa, OK 74147 <i>Physical Address:</i> 4640 S 83 rd East Ave Tulsa, OK 74145						
LLC TAX ID NUMBERS	47-2350696	47-2338484							
LLC D&B NUMBERS	07-983-6213	07-969-6473							
LLC SAM/CAGE NUMBERS	-	079696473/86XC5							
TYPE OF BUSINESS	Commercial & Industrial HVAC and Plumbing Service, Refrigeration, Boilers, Computer Room Units, Temperature Controls, Backflow Prevention Certification, Indoor Air Quality, Sheet Metal, NEBB Certified Test and Balance, Sound and Vibration								
OK SALES TAX ID	749191168								
NAICS CODE	238220								
INCORPORATED	October 2, 1987, State of Oklahoma								
IN BUSINESS SINCE	1957								
BONDING/ INSURANCE	Travelers Casualty and Surety Company of America Rich & Cartmill Inc Vaughn P Graham Jr CIC - Agent 2738 E 51 st St, Ste 400, Tulsa, OK 74105-6228 918.293.7195 – 918.744.8429 Fax								
BANK REFERENCE	Arvest Bank Contact: Kurt Kazmierski 918.382.2653 – 918.631.6820 Fax								
TRADE REFERENCES	<table border="0"> <tr> <td>Hambrick Ferguson John Hambrick PO Box 470245 Tulsa, OK 74147 918.627.2462 – 918.665.8326 Fax</td> <td>Automated Bldg Systems Joel Karstetter PO Box 472166 Tulsa, OK 74147 918.665.3974 – 918.665.4219 Fax</td> <td>Engineered Equipment Inc Chuck Mayfield 10404 E 55th Pl, Ste L Tulsa, OK 74146 918.624.1005</td> </tr> <tr> <td>Ferguson Enterprises Daniel Hernandez 6525 E 42nd St Tulsa, OK 74145-4629 918.830.5781 – 918.628.1314 Fax</td> <td>Bouchard Insulation Inc Brandon Ellis 824 W Elgin St Broken Arrow, OK 74012 918.254.7232</td> <td>Hajoca Corporation Cullen Gardenhire 5154 S 110th East Ave Tulsa, OK 74146 918.627.3332 – 918.663.2370 Fax</td> </tr> </table>			Hambrick Ferguson John Hambrick PO Box 470245 Tulsa, OK 74147 918.627.2462 – 918.665.8326 Fax	Automated Bldg Systems Joel Karstetter PO Box 472166 Tulsa, OK 74147 918.665.3974 – 918.665.4219 Fax	Engineered Equipment Inc Chuck Mayfield 10404 E 55 th Pl, Ste L Tulsa, OK 74146 918.624.1005	Ferguson Enterprises Daniel Hernandez 6525 E 42 nd St Tulsa, OK 74145-4629 918.830.5781 – 918.628.1314 Fax	Bouchard Insulation Inc Brandon Ellis 824 W Elgin St Broken Arrow, OK 74012 918.254.7232	Hajoca Corporation Cullen Gardenhire 5154 S 110 th East Ave Tulsa, OK 74146 918.627.3332 – 918.663.2370 Fax
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LICENSE NAME	HOLDER	NUMBER	STATE
Plumbing Contractor	Charles Benningfield	00143162	OK
Mechanical Contractor	Charles Benningfield	00143162	OK
Plumbing Contractor	Matthew Groves	00191850	OK
Mechanical Contractor	Matthew Groves	00191850	OK
Install, Service and/or Repair Boilers & Pressure Vessels	McIntosh Service LLC	1084	OK
NEBB Testing, Adjusting and Balancing of Environmental Systems	McIntosh Service LLC	3640	Nat'l
NEBB Whole Building Systems Technical Commissioning: Plumbing	Tony Wise	-	Nat'l
Class "D" Waterworks Operator	Daniel Owens	92859	OK
ASME "R" Certified	Charles Benningfield	R-7059	Nat'l Board
Unlimited Electrical Journeyman	Charles Benningfield	00143162	OK
Master Electrician	Charles Benningfield	M-2933	AR
Master Plumbing	Tom Owens	MP3584	AR
HVACR Class 'B' Contractor	Charles Benningfield	143805	AR

To the best of my knowledge, the above information is true.

Charles Benningfield
Charles Benningfield, Chief Executive Officer

June 10, 2025

Date

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: OK

COUNTY OF: Tulsa

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

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

X [Signature]

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

My Commission Expires: 8/17/2027 [Signature]
Notary Public (or Clerk or Judge)



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

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: OK

COUNTY OF: Tulsa

Jordan Fulton of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of McIntosh Service, 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 [Signature]

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

My Commission Expires: 8/17/2027 [Signature]
(Notary Public (or Clerk or Judge))



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



City of Broken Arrow

Request for Action

File #: 25-870, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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

Background:

The Purchasing Division prepared Bid #25.161 for Janitorial Services for City-owned Buildings as outlined in the proposal. The bid opportunity was advertised in the Tulsa World and on the City of Broken Arrow website. Bids were sent to five (5) vendors and opened on May 28, 2025. The City of Broken Arrow received five (5) bids, with the lowest bid submitted by HHM Facility Management for \$136,677.60 for the year.

City staff recommends awarding the contract to HHM Facility Management LLC, as their bid is both the lowest and most advantageous.

Cost: \$136,677.60

Funding Source: Various department operational funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: Bid tab for bid #25.161, HHM Facility Management Bid Doc's

Recommendation:

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# 25.161



To Whom It May Concern:

RE: Reference for HHM Facility Management

HHM Facility Management has requested to use you as one of their references. Due to the city council's time schedule, please fill out asap so they are not disqualified.

After completion, please email the form back to twalters@brokenarrowok.gov. Thank you in advance.

- 1. When did HHM Facility Management start/end work for your company? Please confirm start and end dates.

- 2. What was the candidate's job title?

- 3. What the candidate reliable and dependable?

- 4. What was the candidate's greatest strength?

- 5. What was the candidate's weakest points?

- 6. Did the candidate work quickly and efficiently?

ATTACHMENT A

Bid Title: Custodial Services

PRICING SUMMARY

Note: Pricing is to remain firm while contract is in effect

Title: Custodial Services

Rates & Charges:

Custodial Services \$ 136,677.60

Additional Services (When Requested):

Stripping and Waxing Flooring \$.25
(200 SQFT Min – Pricing Per SQFT)

Shampooing Carpet \$.25
(200 SQFT Min – Pricing Per SQFT)

1. List other optional services along with pricing.

Exterior Window Service \$ 3.00 ea

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

Genesis App System _____

Comments/Notes:

Please review Genesis system information.

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

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **25.161** 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: Scott Minner

Date: 05/25/2025

Company Name: HHM Facility Management LLC

Address: PO Box 127 Ozark MO 65721
City State Zip Code

Email: sminner@hhmmgmt.com

Signature: *SM* Official Title: COO

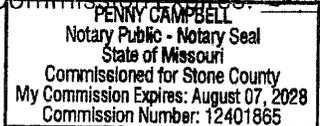
Please print or type name clearly: Scott Minner

Telephone: 888.929.5173 Fax Number: 417.337.5172

Federal Tax ID Number: 45-4671145

Subscribed and sworn to before me this 25th day of May 2025

My Commission Expires: 08/07/2028 *Penny Campbell*
Notary Public (or Clerk or Judge)



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

**ATTACHMENT D
INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Missouri

COUNTY OF: Stone

Scott Winner, 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 further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

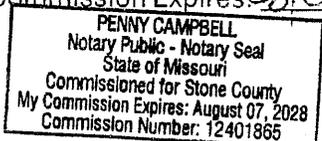
N/A

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

X S_____

Subscribed and sworn to before me this 25th day of May 2025

My Commission Expires 08/07/2028 Penny Campbell
Notary Public (or Clerk or Judge)



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

ATTACHMENT E

PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Missouri

COUNTY OF: Stone

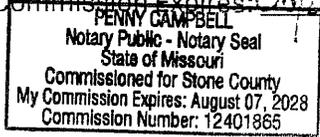
Scott Winner, of lawful age, being first duly sworn, on oath says:

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

X SC

Subscribed and sworn to before me this 25th day of May 2025

My Commission Expires: 08/07/2028 Penny Campbell
(Notary Public (or Clerk or Judge))



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



City of Broken Arrow

Request for Action

File #: 25-832, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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

Background:

The Purchasing Division prepared Bid 25.165 for the supply of Medium Road Salt with YPS. The bid was sent to five vendors, and bids were publicly opened on May 30, 2025. The City of Broken Arrow received two responses. The bid was also advertised in the Tulsa World and on the City of Broken Arrow website to ensure transparency and encourage competitive participation.

After reviewing the submissions, staff recommends awarding the primary contract to Hutchinson Salt Co. and designating Central Salt as the secondary supplier, to be used based on product availability.

This approach ensures a reliable supply of materials throughout the season and supports consistent and effective winter road treatment operations.

Cost: Pricing per ton stated on proposal

Funding Source: General Fund Street/Stormwater Department 1105300-560800

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: Bid tab for bid 2.165, Hutchinson Salt Bid Doc's, Central Salt Bid Doc's

Recommendation:

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.

BID #25.165-MEDIUM SALT W/YPS			BIDDER #1	BIDDER #2	BIDDER #3
Description: This will be a firm, fixed-price agreement for the supply and delivery of Medium Road Salt treated with Yellow Prussiate of Soda (YPS). The successful bidder will be responsible for providing the specified product at the quoted unit price for the duration of the contract term, with no allowance for price escalation. All deliveries must meet the specifications outlined in the solicitation and will be subject to inspection upon receipt.			Central Salt, LLC	Hutchinson Salt Company	Compass Minerals America, Inc
Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price
Medium Road Salt w/YPS F.O.B. Delivered			\$70.95	\$69.97	NOT BIDDING
Additional Comments:					
Notary Public Expires			9/11/2028	6/8/2026	NOT BIDDING
TOTAL			\$70.95	\$69.97	\$0.00

BID #25.165-MEDIUM SALT W/YPS

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

ATTACHMENT A

Bid Title: Medium Road Salt W/YPS

PRICING SUMMARY

Note: Pricing is to remain firm while contract is in effect

Medium Road Salt w/YPS F.O.B. Delivered

\$ 69.97

List Delivery Time After Order:

7 - 10 days

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **XX.XXX** 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: Jonathan Green

Date: May 27, 2025

Company Name: Hutchinson Salt Company, LLC

Address: 3120 Sabre Drive, Suite 120, Southlake, TX 76092

City

State

Zip Code

Email: jonathan.green@instarholdings.com

Signature: *Jonathan Green* Official Title: Manager

Please print or type name clearly: Jonathan Green

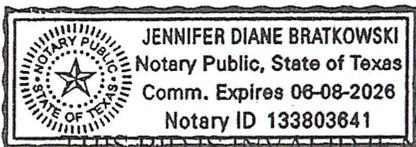
Telephone: 817-415-2016 Fax Number: _____

Federal Tax ID Number: 48-1085719

Subscribed and sworn to before me this 27th day of May, 2025

My Commission Expires: June 8, 2026 Jennifer Diane Bratkowski

Notary Public (or Clerk or Judge)



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

ATTACHMENT C
REFERENCES

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

(1) Customer Name: City of Tulsa

Telephone: 918-257-0229

Contact Name: Tim McCorkell

Title: _____

Address: 175 East 2nd Street, Tulsa, OK 74103
City State Zip Code

Email Address: kcardwell@cityoftulsa.org

(2) Customer Name: City of Bixby

Telephone: 918-803-1114

Contact Name: Paul

Title: _____

Address: 111 N. Cabaniss Avenue, Bixby, OK 74008
City State Zip Code

Email Address: edye@bixbyok.gov

(3) Customer Name: City of Coweta

Telephone: 918-279-7248

Contact Name: Ron Dooling

Title: _____

Address: P.O. Box 850, Coweta, OK. 74429
City State Zip Code

Email Address: rdooling@cityofoweta-ok.gov

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

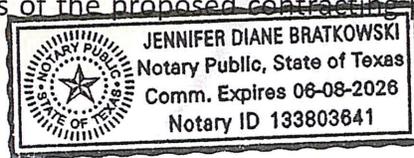
COUNTY OF: Tarrant

Jonathan Green

_____, 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 further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

N/A

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



X *[Signature]*

Subscribed and sworn to before me this 27th day of May 2025

My Commission Expires: June, 8, 2026 *Jennifer Diane Bratkowski*
Notary Public (or Clerk or Judge)

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

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Tarrant

Jonathan Green, of lawful age, being first duly sworn, on oath says:

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

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

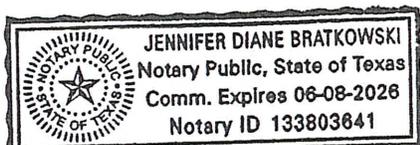
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

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

X *JG*

Subscribed and sworn to before me this 27th day of May 2025

My Commission Expires: June 8, 2026 *Jennifer Diane Bratkowski*
(Notary Public (or Clerk or Judge))



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

ATTACHMENT A

Bid Title: Medium Road Salt W/YPS

PRICING SUMMARY

Note: Pricing is to remain firm while contract is in effect

Medium Road Salt w/YPS F.O.B. Delivered

\$ 70.95

List Delivery Time After Order:

Deliveries to begin 3 - 5 days after receipt of order or as agreed upon.

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

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **XX.XXX** 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: Central Salt, LLC

Date: May 27, 2025

Company Name: Central Salt, LLC

Address: 1420 State Rd 14, Lyons, KS 67554
City State Zip Code

Email: lyoung@centralsalt.com

Signature: *Lori Young* Official Title: CS Supervisor

Please print or type name clearly: Lori Young

Telephone: 620-257-5626 Fax Number: 620-257-5052

Federal Tax ID Number: 43-1788697

Subscribed and sworn to before me this 27th day of May 2025

My Commission Expires: 09/11/2028
 *Bryanna A. Bryan*
Notary Public (or Clerk or Judge)

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

ATTACHMENT C
REFERENCES

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

(1) Customer Name: Soldier Township

Telephone: 785-554-5299

Contact Name: John Tipton

Title: Public Works

Address: 334 NW 62nd St., Topeka, KS 66617
City State Zip Code

Email Address: john@soldiertownship.org

(2) Customer Name: Atchison County Hwy Dept

Telephone: 913-804-6120

Contact Name: Joe Snyder

Title: Atchison County Road & Bridge Superintendent

Address: 613 S 22nd St., Atchison, KS 66002
City State Zip Code

Email Address: jsnyder@atcoks.org

(3) Customer Name: City of Merriam

Telephone: 913-322-5575

Contact Name: Randy Fine

Title: Public Works

Address: 6901 Knox St., Shawnee Mission, KS 66202
City State Zip Code

Email Address: rfine@merriam.org

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Kansas

COUNTY OF: Rice

Lori Young

_____, 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 further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

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

X Lori Young

Subscribed and sworn to before me this 27th day of May, 2025

My Commission Expires 9/11/2028
BRYANNA A. BRYAN
Notary Public - State of Kansas
My Appt. Expires 9/11/28

Bryanna A. Bryan
Notary Public (or Clerk or Judge)

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

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Kansas

COUNTY OF: Rice

Lori Young, of lawful age, being first duly sworn, on oath says:

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

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

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

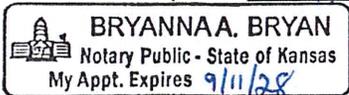
- a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
- to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any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

X Lori Young

Subscribed and sworn to before me this 27th day of May 2025

My Commission Expires: 09/11/2028

Bryanna A. Bryan
(Notary Public (or Clerk or Judge))



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



City of Broken Arrow

Request for Action

File #: 25-836, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Award the most advantageous bid to Infinity Fire for Fire Monitoring Services

Background:

The City of Broken Arrow, through the Maintenance Services Department, solicited proposals for Fire Monitoring Services to ensure consistent and reliable protection for City facilities. To promote transparency and encourage competitive participation, the Request for Proposal (RFP) was advertised in the Tulsa World and on the City of Broken Arrow website.

The Purchasing Division issued RFP Packet 25.160, and after a thorough evaluation of all submissions, it was determined that Infinity Fire submitted the most advantageous proposal for the City. The RFP includes options for renewal, contingent upon approval by the Broken Arrow City Council.

Staff recommends awarding the contract to Infinity Fire based on their qualifications, service capabilities, and overall value to the City.

Cost: Stated in Proposal

Funding Source: Multiple Funding Sources

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Bid Tab 25.162, Infinity Fire Bid Doc's

Recommendation:

Award the most advantageous bid to Infinity Fire for Fire Monitoring Services

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **XX.XXX** 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: Gary Charles Jones

Date: 05.28.2025

Company Name: Infinity Fire LLC

Address: 104 S. 109th E. Place Tulsa, OK 74128
City State Zip Code

Email: gary@infinityfirellc.com

Signature: Gary C. Jones Official Title: Chief Operating Officer

Please print or type name clearly: Gary C. Jones

Telephone: 918.520.1567 Fax Number: n/a

Federal Tax ID Number: 87-2652735

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

My Commission Expires: July 22, 2025 Amanda Nicole Childers #21009620
Notary Public (or Clerk or Judge)

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

**ATTACHMENT C
REFERENCES**

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

(1) Customer Name: Pivot Project

Telephone: 909-915-4153

Contact Name: Tandell Veleker

Title: Vice President of Property Management

Address: OKC OK 73103
City State Zip Code

Email Address: tandell@pivotproject.com

(2) Customer Name: Casa Del Mar Apartments

Telephone: 918-991-5583

Contact Name: Kirsten Slaughter

Title: Property Management

Address: Owasso OK 74055
City State Zip Code

Email Address: kirsten@casadelmarok.com

(3) Customer Name: Inola Public Schools

Telephone: 918-695-7071

Contact Name: Clint Thacker

Title: Facilities

Address: Inola OK 74036
City State Zip Code

Email Address: clintt@inola.k12.ok.us

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Gary C. Jones

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

n/a

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

Gary C. Jones

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

My Commission Expires: July 22, 2025 Amanda Nicole Childers #21009620
Notary Public (or Clerk or Judge)

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

**ATTACHMENT E
PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Gary C. Jones, of lawful age, being first duly sworn, on oath says:

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

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

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

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

X Gary C. Jones

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

My Commission Expires: July 22, 2025 Amanda Nicole Childers #21009620

(Notary Public (or Clerk or Judge))

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



BID NO. 25.162 - FIRE MONITORING SERVICES	BIDDER 1	BIDDER 2
Description: The City of Broken Arrow is bidding for Fire Monitoring Services. Perform general tasks: maintenance, inspections, repair (included labor), emergency service, repair, yearly inspections, and must be a full-time, commercial fire alarm, licensed, certified, pass background check, and references.	Summit Fire & Security, LLC	Infinity Fire, LLC
PRICE SUMMARY - RATES AND CHARGES	MONTHLY	MONTHLY
Cellular	\$1,665.00	\$35.00
Set-Up Costs	N/A	\$250.00
ADDITIONAL COMMENTS		
NOTARY PUBLIC COMMISSION DATE EXPIRES	5/3/2027	7/22/2025
TOTAL	\$1,665.00	\$285.00

BID NO. 25.162 - FIRE MONITORING SERVICES
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to 5 Vendors with 2 Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

Thursday, June 5, 2025

X *Ryan Baze*

Ryan Baze, General Services Director



City of Broken Arrow

Request for Action

File #: 25-889, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Approval of and authorization to renew bid 25.100 for gasoline and diesel to Offen Petroleum LLC

Background:

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

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

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

Bids were originally advertised and opened on August 7, 2024, with six vendors responding. The City awarded the base fuel supply contract to Offen Petroleum as the most advantageous bidder.

As part of the renewal for FY 2025, the City of Broken Arrow recommends continuing the fuel supply contract with Offen Petroleum under the same pricing structure and delivery terms.

Fuel expenses are budgeted annually by each department.

Cost: Cost of fuel

Funding Source: Various department operational funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager Office

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

Recommendation:

Approval of and authorization to renew bid 25.100 for gasoline and diesel to Offen

Petroleum LLC

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

Vendor	Fleet Fuels	Sunoco LLC	Petroleum traders	Mansfield Oil Company	Pinnacle Petroleum Inc	Offen Petroleum	
Item No.	Item	Unit Cost/Gallon Above Opus Rack Average Posting	Unit Cost/Gallon Above Opus Rack Average Posting	Unit Cost/Gallon Above Opus Rack Average Posting			
	Unleaded Gasoline 87 Octane 255,000 gallons	\$0.1010	\$0.0050	\$0.0203	\$0.0493	\$0.0579	-\$0.0040
	Diesel Fuel #2 blended for climatic condions 268,000 gallons	\$0.1310	\$0.0050	\$0.0304	\$0.0476	\$0.0605	-\$0.0075
	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost
	Unleaded Gasoline	\$25,755.00	\$1,275.00	\$5,176.50	\$12,571.50	\$14,764.50	-\$1,020.00
	Diesel Fuel	\$35,108.00	\$1,340.00	\$8,147.20	\$12,756.80	\$16,214.00	-\$2,010.00
	Total Annual Cost	\$60,863.00	\$2,615.00	\$13,323.70	\$25,328.30	\$30,978.50	-\$3,030.00
Optional	Item						
	Portable Diesel Fuel Tank 2,000 Gallons	\$0.3100	\$6,000.00	NB	\$6,000.00	NB	NB
	Portable Unleaded Fuel Tank 2,000 Gallons	\$0.2800	\$6,000.00	NB	\$6,000.00	NB	NB
Additional Info	Item						
	Fuel Surcharge Pricing	Included in fuel price @ 10%		N/A	34%	Included in price	N/A
	Optional Services	N/A		N/A	Tank Monitoring, Fuel Testing, Fuel Treatment Additives, Tank Cleaning, Fleet Card Program & Fixed Pricing	Can service all your fueling needs & lubricant needs	N/A
	Added Value / Discount	N/A		N/A	See Attached	Tank monitoring and customized reporting	N/A
	Comments	N/A	Bobtail Delivery Add 0.1700/gallon	N/A	N/A	N/A	Bobtail Delivery Add \$0.27 for Unlead & \$0.29 for Diesel to each gallon

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

Ryan Baze
General Services Director

Attachment A

Gasoline and Diesel Fuel

PRICING SUMMARY

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

DELIVERY AND PRICING

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

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

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

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

Item	Description	Quantity	Unit cost/gallon above **OPIS rack average posting	Total annual cost
1	Unleaded Gasoline 87 Octane	255,000 gallons*	<u>-0.004</u>	<u>-1,020.00</u>
2	Diesel Fuel #2 blended for climatic conditions	268,000 gallons*	<u>-0.0075</u>	<u>-2,010.00</u>
Total Annual Cost				<u>\$ -3,030.00</u>

1. Optional.

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

Attachment A (Continuation)

* Estimated annual usage for evaluation purposes

** OPIS is the Oil Price Information Service "Wholesale" is the current OPIS "Rack Average" Price for this market

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

a) Show Annual Price Adjustment:

N/A - no adjustment

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

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

Attachment A (Continuation)

1. List fuel surcharge pricing.

_____ \$ _____

2. List other optional services along with pricing.

_____ \$ _____

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

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

Attachment B

Terms and Signature Sheet

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

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

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

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

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

Complete Legal Name of Bidder:

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

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

Signature: Giuliana Kafaf
Official Title: Government Manager

Please print or type name clearly:
Giuliana Kafaf

Telephone Number: 720-545-2686 Ext: _____

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

Federal Tax ID Number 84-1101310

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

Attachment C

References

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

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

Contact Name: Robert Benjamin Title: Purchasing Agent

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

Email Address: robertbenjamin@mooreschools.com

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

Contact Name: Jana Thomas Title: Purchasing Agent

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

Email Address: jthomas@creekcountyonline.com

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

Contact Name: Brian Hailey Title: Director of Transportation

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

Email Address: brian.hailey@owassops.org

Attachment D

INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: New Jersey

COUNTY OF: Morris

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

YES

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

x Giuliana Kafaf _____

Subscribed and Sworn to before me this 17th day of August 20 24

My Commission Expires: 12/01/2026

[Signature]

Notary Public



Attachment E

PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: New Jersey

COUNTY OF: Morris

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

x Giuliana Kafaf

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

My Commission Expires: 12/01/2026

[Signature]

Notary Public (or Clerk or Judge)



Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Offen Petroleum LLC</p> <p>2 Business name/disregarded entity name, if different from above.</p>
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <u>C</u> Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)</p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions. 5100 E 78th Ave</p> <p>6 City, state, and ZIP code Commerce City, CO 80022</p> <p>7 List account number(s) here (optional)</p>
	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number									
			-				-		
or									
Employer identification number									
8	4	-	1	1	0	1	3	1	0

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date 04/01/2024
------------------	--------------------------	------------------------

General Instructions

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

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

What's New

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

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

Purpose of Form

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



City of Broken Arrow

Request for Action

File #: 25-905, **Version:** 1

Broken Arrow City Council
Meeting of: 6-16-2025

Title:

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

Background:

The BA Public Works Field Office project is to renovate the building for field services personnel. Change Order #4 addresses the following additions/deletions/changes to the contract:

- Change to contingency amount. The credits for removal of plywood, removal of fence, and the removal of data from the contract will now be added to the built-in contingency for the project.

The total cost for Change Order #4 amounts to (\$29,027.00)

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$131,173.86
This Change Order(s):	\$(29,027.00)
Total Cost of Change Orders:	\$102,146.86
Original Contract Amount:	\$1,700,314.98
Revised Contract Amount:	\$1,802,461.84
Percent Change in Contract:	7.71%
Applicable to Comp. Bid Act:	0%

Cost: (\$29,027.00)

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: BA Public Works Field Office Change Order 4

Recommendation:

File #: 25-905, Version: 1

Approve and authorize execution of Change Order #4 with Ascend Commercial Builders for the BA Public Works Field Office Project (2217090)

Contract Change Order #4

Project Name: Public Works Field Office Renovations Project Number: 2217090
 Project Location: 22501321 Date of Application: Tuesday, November 26, 2024
 Contractor: Ascend Builders LLC Submitted By: Travis Ohnemus

Summary of Change in Scope of Work

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

Change of Work Items Included in this Change Order:

This Change Order is a change to contingency amount. The credits for the removal of plywood, removal of fence, and the removal of data

- 1) from the contract will now be added to the built-in contingency for the project which was \$60,000 to \$89,027.00.
- 2)

Change in Contractual Project Time:

- 1) No change in contract time.
- 2)

Plan Sheets or Additional Documents Attached: Yes No Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		Removal of plywood from scope	LS	\$ (7,000.00)	1	\$ (7,000.00)
2		Removal of fencing from scope	LS	\$ (21,527.00)	1	\$ (21,527.00)
3		Removal of data wiring from scope	LS	\$ (500.00)	1	\$ (500.00)
Total Change Cost:						\$ (29,027.00)

Summary of Project Costs

Total Previous Change Orders:	\$ 131,173.86	Original Contract Amount:	\$ 1,700,314.98
Current Change Order:	\$ (29,027.00)	Amended Contract Amount:	\$ 1,802,461.84
Total Cost of Change Orders:	\$ 102,146.86	Percent Change in Contract:	6.01%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # <u>4</u> in the sum of: \$ <u>(29,027.00)</u> has been reviewed by all parties and is recommended for approval by:			
Contractor Submitting Change Order:	Travis Ohnemus	<i>Travis Ohnemus</i>	6/5/2025
	Name	Signature	Date
Construction Division Manager:	Nathanael T. Kohl, PE	<i>Nathanael Kohl</i>	6/6/2025
	Name	Signature	Date
Director of Engineering & Construction:	Charlie Bright, PE	<i>Charlie Bright</i>	6/10/2025
	Name	Signature	Date
Assistant City Manager - Operations:	Kenneth D Schwab, PE	<i>Kenneth Schwab</i>	6/12/2025
	Name	Signature	Date
City Manager:	Michael Spurgeon		
	Name	Signature	Date

This Change is Executed Through:

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



City of Broken Arrow

Request for Action

File #: 25-848, Version: 1

**Broken Arrow City Council
Meeting of: 6-16-2025**

Title:

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

Background:

The Houston st Widening Project is to widen and improve Houston St from Garnett to Olive Ave. Storm box improvements, utility relocation, and entrance improvements are all part of this project.

Change Order #3 addresses the following additions/deletions/changes to the contract:

- SX2020 Geogrid to stabilize the south side of the road due to soft subgrade. This makes sure that the road will be stable and minimizes the chances of potholing and ruts
- Additional survey to correct missing information from the original survey.

- There is a 7 day change in contract time.

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$33,250.00
This Change Order(s):	\$47,500.00
Total Cost of Change Orders:	\$80,750.00
Original Contract Amount:	\$5,718,000.00
Revised Contract Amount:	\$5,798,750.00

Percent Change in Contract: 1.39%

Applicable to Comp. Bid Act: 1.39%

Cost: \$47,500.00

Funding Source: 2018 GO Bond Funds

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

File #: 25-848, Version: 1

Approved By: City Manager's Office

Attachments: Change order #3 Houston St Widening

Recommendation:

Approval of and authorization to execute Change Order #3 with Becco Contractors Inc for the Houston St Widening (ST2028)

Contract Change Order # 3

Project Name: Houston Street Widening, Garnett Road to Olive Ave Project Number: ST2028
 Project Location: Houston Street, Garnett Road to Olive Ave Date of Application: Tuesday, April 3, 2025
 Contractor: Becco Contractors, Inc Submitted By: Ryan Fransisco

Summary of Change in Scope of Work

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

Change of Work Items Included in this Change Order:

- 1) SX2020 Geogrid
- 2) Additional Surveying

Change in Contractual Project Time:

- 1) 5 Days
- 2) 2 Days

Plan Sheets or Additional Documents Attached: Yes No Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
		SX2020 Geogrid	SY	\$ 3.35	10000	\$ 33,500.00
		Additional Surveying	LS	\$ 14,000.00	1	\$ 14,000.00
						-
Total Change Cost:						\$ 47,500.00

Summary of Project Costs

Total Previous Change Orders:	\$ 33,250.00	Original Contract Amount:	\$ 5,718,000.00
Current Change Order:	\$ 47,500.00	Amended Contract Amount:	\$ 5,798,750.00
Total Cost of Change Orders:	\$ 80,750.00	Percent Change in Contract:	-1.39%
Total Cost Applicable to CBA:	\$ 80,750.00	Percent Change Applicable to CBA:	1.41%

Change Order Authorization

Change Order # <u>3</u> in the sum of: \$ <u>47,500.00</u> has been reviewed by all parties and is recommended for approval by:			
Contractor Submitting Change Order:	<u>Ryan Fransisco</u> <small>Name</small>	<i>Ryan Fransisco</i> <small>Signature</small>	<u>4/3/25</u> <small>Date</small>
Construction Division Manager:	<u>Nathanael T. Kohl, PE</u> <small>Name</small>	<i>Nathanael Kohl</i> <small>Signature</small>	<u>6/4/2025</u> <small>Date</small>
Director of Engineering & Construction:	<u>Charlie Bright, PE</u> <small>Name</small>	<i>Charlie Bright</i> <small>Signature</small>	<u>6/5/2025</u> <small>Date</small>
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> <small>Name</small>	<i>Kenneth Schwab</i> <small>Signature</small>	<u>6/5/2025</u> <small>Date</small>
City Manager:	<u>Michael Spurgeon</u> <small>Name</small>	 <small>Signature</small>	 <small>Date</small>

This Change is Executed Through:

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



City of Broken Arrow

Request for Action

File #: 25-819, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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)

Background:

The attached Utility Easement is being conveyed to the City of Broken Arrow from Brian Bennett, the owners. Parcel 3.1 consists of 0.04 acres of utility easement and is for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, located in the Southwest Quarter of Section 9, Township 18 North, Range 15 East, Tulsa County, State of Oklahoma

A copy of the Utility Easement is attached.

Cost: \$2,550.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Acceptance Letter
Affidavit
Conditions and Request for Payment
Utility Easement

Recommendation:

Accept the Utility Easement.



Brian Bennett
23301 E 79th Street South
Broken Arrow, OK 74014

April 2, 2024

**RE: PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES
RELIEF LINE
PROJECT NO. S.24030 PARCEL NO. 3.1**

PROPERTY LOCATION: 23301 EAST 79TH STREET SOUTH, BROKEN ARROW, OK

Mr. Bennett:

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent Utility Easement Parcel 3.1: 0.04 Acres @ \$85,000.00 per acre x 75% = \$2,550

Total Just Compensation Amount (Rounded) = \$2,550.00

By your signature on this letter, you have accepted the City's offer of \$2,550.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: kpax@brokenarrowok.gov or 918-259-7000 ext. 5435

Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW



Michael L. Spurgeon
City Manager

MLS/ao
enc



Brian Bennett

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: *Brian Bennett*
Brian Bennett

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27 day of May, 2025, personally appeared Brian Bennett, 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.



Miles Felt
NOTARY PUBLIC

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: \$2,550.00

Owner's Mailing Address: 23301 E. 79th St. S.
Broken Arrow, OK 74014

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: Brian Bennett

Signature/Date:

Owner/s: 

Date: 5/21/2025

Brian Bennett

Agent: Amy O'Laughlin

Date: 6/3/25

Project: S.24030 Park Lane Lift Station Improvements & Cambridge Estates Relief Line

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

SEE EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted, the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

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

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 27 day of May, 2025.

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



Brian Bennett

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27 day of May 2025, personally appeared Brian Bennett, to me known to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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



Miles Felty
NOTARY PUBLIC

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

[Signature]
Assistant City Attorney

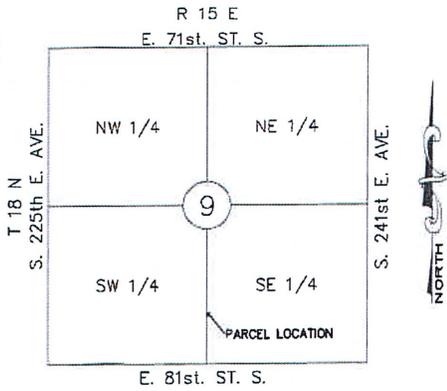
Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

[Signature]
Michael L. Spurgeon, City Manager

Attest:

[Signature]
City Clerk

Engineer ELR Checked: 5/7/2025
PROJECT: Park Lane Lift Station Improvements & Cambridge Estates Relief Line
Parcel 3.1



JOB NUMBER: -
 PARCEL NO. 3.1
 COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
 PART OF PARKLANE ESTATES SECOND ADD.
 SECTION 9, T18N, R15E
 PERMANENT UTILITY EASEMENT - 1,929.70 S.F.
 TEMPORARY EASEMENT - XX XX S.F.

LEGEND

- PROPERTY TO ACQUIRE
- TEMP. CONSTRUCTION EASEMENT

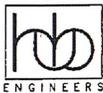
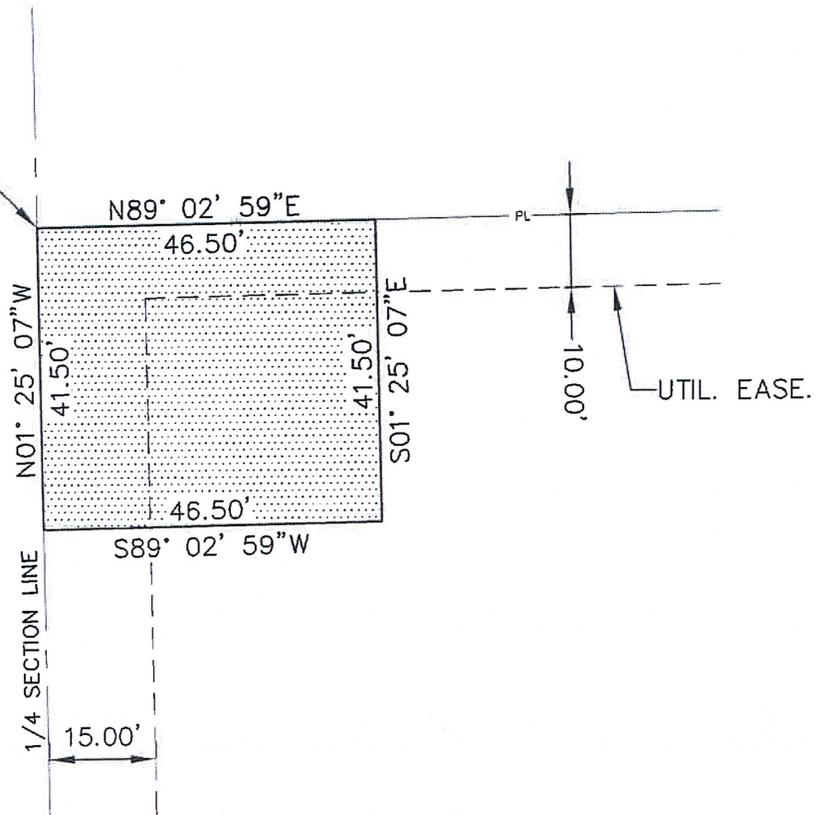
---' RECORDED DISTANCES

BASIS OF BEARING - STATE PLANE COORDINATE SYSTEM (NAD 83)

SCALE 1" = 20'

Charles W. Chastain
 CHARLES W. CHASTAIN, OK. L.S. #1352

NW CORNER
 LOT 8, BLOCK 4
 PARKLANE ESTATES
 SECOND ADD.
 (POB)



HOLLOWAY, UPDIKE AND BELLEN INC.
 905-A SOUTH 9TH STREET, BROKEN ARROW, OK
 918-251-0717, FAX 918-251-0754
 CA #219, EXPIRES 06/30/15

TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE	
PROJECT:	24BAPARKLANE PROJ. # S24030	
OWNER:	BRIAN BENNETT	
DATE:	NOVEMBER 11, 2024	REVISION:

B:\Projects\2024\24BAPARKLANE\Design\Production Plans\NEW EASEMENTS\Xref\Site.dwg, 11/11/2024 8:41:20 AM, KONICA MINOLTA C658SeriesPCL

Parcel No. 3.1
Brian Bennett

Date Written: November 11, 2024

PERMANENT UTILITY EASEMENT

A parcel of land lying in part of Lot 8, Block 4 of Parklane Estates Second, a subdivision of part of the SE1/4 and part of the SE1/4 SW1/4 of Section 9, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

Beginning at the Northwest corner of said Lot 8, thence N89°02'59"E along the North line thereof 46.50 feet; thence S01°25'07"E 41.50 feet; thence S89°02'59"W 46.50 feet to the West line of said Lot 8; thence N01°25'07"W along said West line 41.50 feet to the point of beginning.

Containing 1,929.70 square feet or 0.04 acres.

Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Permanent Utility Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

11/11/24
Date

Charles W. Chastain
Charles W. Chastain, P.L.S. 1352





City of Broken Arrow

Request for Action

File #: 25-542, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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)

Background:

PDG Adams Creek, LLC is dedicating a utility easement for purpose of facilitating the construction of a new commercial site. The property has been platted as Lot 1, Block 3, Amended Plat of the Park at Adams Creek Phase I.

The dedication of this 0.44-acre utility easement shown in the attached legal description and exhibit covers the area needed for public improvements required as a condition of the site plan.

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

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

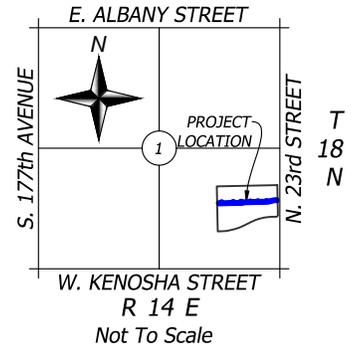
Attachments: Utility Easement Dedication
Exhibit A

Recommendation:

Accept the utility easement.

EXHIBIT A

EASEMENT#1
LEGAL DESCRIPTIONS
 Part of Lot 1 of Block 3
 AMENDED PLAT OF THE PARK AT ADAMS CREEK
 PHASE 1
 CITY OF BROKEN ARROW, TULSA COUNTY
 STATE OF OKLAHOMA



Line Table		
Line #	Direction	Length
L1	N 88°47'01" E	58.73'
L2	N 01°12'58" W	23.67'
L3	N 88°47'02" E	10.00'
L4	S 01°12'58" E	23.67'
L5	N 88°47'01" E	234.00'
L6	N 01°12'58" W	23.67'
L7	N 88°47'02" E	10.00'
L8	S 01°12'58" E	23.67'
L9	N 88°47'01" E	148.43'
L10	N 01°12'59" W	23.67'
L11	N 88°47'01" E	10.00'
L12	S 01°12'59" E	23.67'

Line Table		
Line #	Direction	Length
L13	N 88°47'01" E	12.99'
L14	N 77°32'01" E	63.67'
L15	N 88°47'01" E	108.44'
L16	N 01°12'58" W	13.17'
L17	N 88°47'02" E	10.00'
L18	S 01°12'58" E	13.17'
L19	N 88°47'01" E	149.79'
L20	N 01°12'59" W	13.17'
L21	N 88°47'01" E	10.00'
L22	S 01°12'59" E	13.17'
L23	N 88°47'01" E	170.69'
L24	N 01°12'58" W	13.17'

Line Table		
Line #	Direction	Length
L25	N 88°47'02" E	10.00'
L26	S 01°12'58" E	13.17'
L27	N 88°47'01" E	16.74'
L28	N 77°25'56" E	139.38'
L29	N 88°40'56" E	54.27'
L30	S 01°19'04" E	15.00'
L31	S 88°40'56" W	52.80'
L32	S 77°25'56" W	139.39'
L33	S 88°47'01" W	475.68'
L34	S 77°32'01" W	63.67'
L35	S 88°47'01" W	485.59'
L36	N 01°18'59" W	15.00'

G LEGAL DESCRIPTION

EASEMENT# 1

An Easement being at variable widths lying in Lot One (1), Block Three (3) of AMENDED PLAT OF THE PARK AT ADAMS CREEK PHASE 1, an Addition to the City of Broken Arrow, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot One (1), Block Three (3); Thence S01°18'59"E along the West line of said Lot 1 a distance of 348.00 feet; Thence N88°47'01"E a distance of 30.00 feet to the POINT OF BEGINNING; Thence continuing N88°47'01"E a distance of 58.73 feet; Thence N01°12'58"W a distance of 23.67 feet; Thence N88°47'02"E a distance of 10.00 feet; Thence S01°12'58"E a distance of 23.67 feet; Thence N88°47'01"E a distance of 234.00 feet; Thence N01°12'58"W a distance of 23.67 feet; Thence N88°47'02"E a distance of 10.00 feet; Thence S01°12'58"E a distance of 23.67 feet; Thence N88°47'01"E a distance of 148.43 feet; Thence N01°12'59"W a distance of 23.67 feet; Thence N88°47'01"E a distance of 10.00 feet; Thence S01°12'59"E a distance of 23.67 feet; Thence N88°47'01"E a distance of 12.99 feet; Thence N77°32'01"E a distance of 63.67 feet; Thence N88°47'01"E a distance of 108.44 feet; Thence N01°12'58"W a distance of 13.17 feet; Thence N88°47'02"E a distance of 10.00 feet; Thence S01°12'58"E a distance of 13.17 feet; Thence N88°47'01"E a distance of 149.79 feet; Thence N01°12'59"W a distance of 13.17 feet; Thence N88°47'01"E a distance of 10.00 feet; Thence S01°12'59"E a distance of 13.17 feet; Thence N88°47'01"E a distance of 16.74 feet; Thence N77°25'56"E a distance of 139.38 feet; Thence N88°40'56"E a distance of 54.27 feet; Thence S01°19'04"E parallel with the East line of said Lot 1 a distance of 15.00 feet; Thence S88°40'56"W a distance of 52.80 feet; Thence S77°25'56"W a distance of 139.39 feet; Thence S88°47'01"W a distance of 475.68 feet; Thence S77°32'01"W a distance of 63.67 feet; Thence S88°47'01"W a distance of 485.59 feet; Thence N01°18'59"W parallel with the West line of said Lot 1 a distance of 15.00 feet to the POINT OF BEGINNING

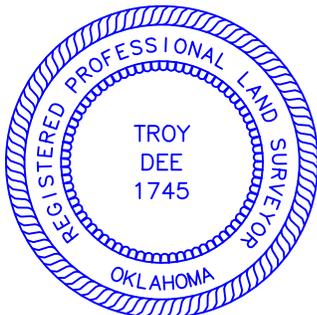
Containing 19,362.14 Sq. Ft. or 0.444 Acres, more or less.

G SURVEYOR' STATEMENT

The basis of bearings for the legal descriptions are based on Oklahoma State Plane Coordinate System (South Zone) using S01°19'04"E as the East line of Lot One (1), Block Three (3) of AMENDED PLAT OF THE PARK AT ADAMS CREEK PHASE 1.

G SURVEYOR' CERTIFICATION

I, TROY DEE, OF GOLDEN LAND SURVEYING, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.



Troy Dee
 Troy Dee, PLS #1745
 March 5, 2025

Prepared By
GOLDEN
LAND SURVEYING

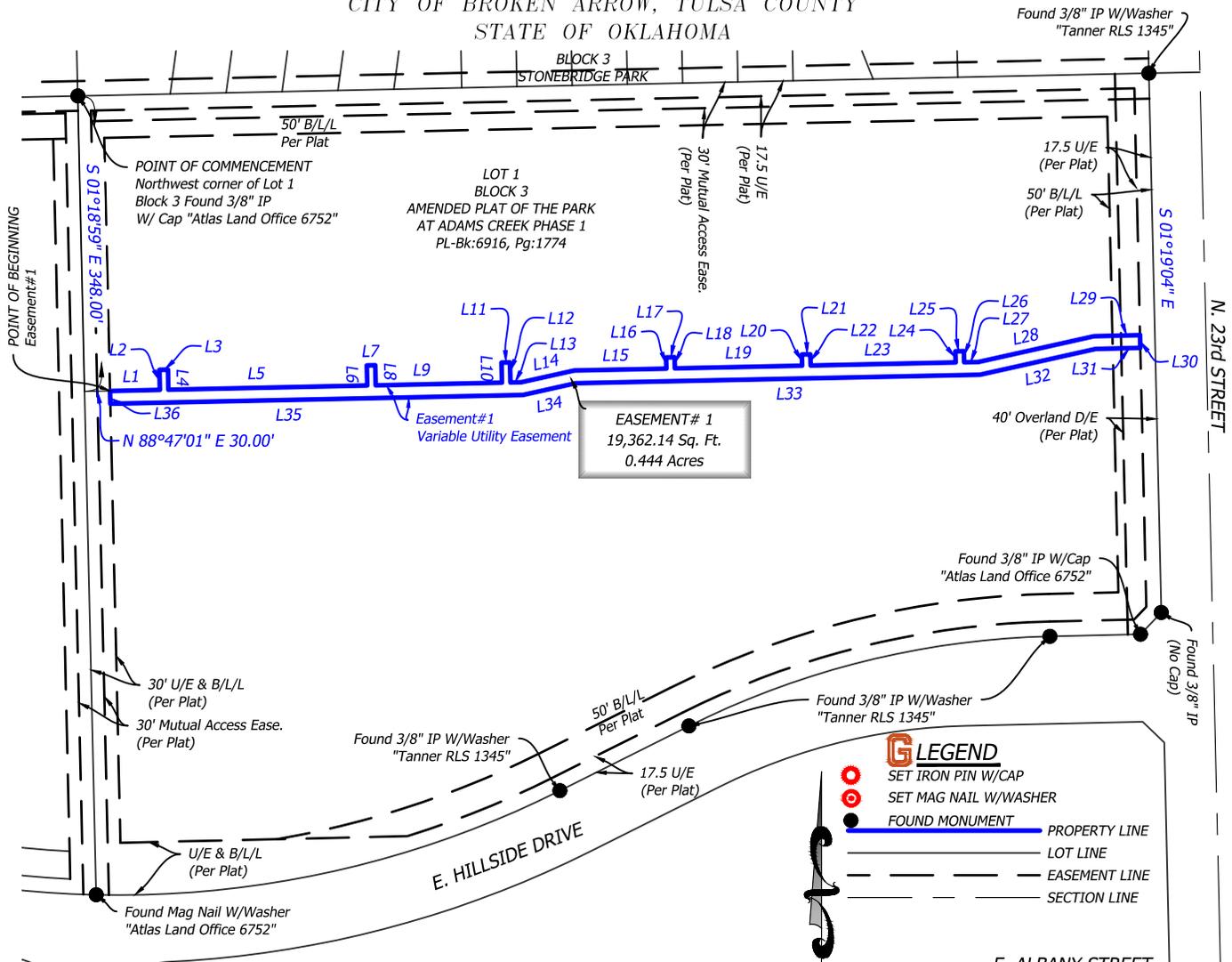
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
 C.A.# 7263 / Exp. Date =6/30/2026
 Telephone: (405) 802-7883 Email: troy@goldenls.com
 Drafted by: JP GLS Job No.: 222048
 Plot Date: March 5, 2025 Sheet 1 Of 3

Filename: O:\JOBS\PROJECTS 2022\222048 NWC N 23RD ST AND E HILLSIDE DR_BROKEN ARROW, OK_DRSIDWG\222048_EASEMENT EXHIBITS.DWG; Last Saved: 3/5/2025 4:05:06 PM; Plot Date: 3/5/2025; Login: JAMES PHELPS

EXHIBIT A

EASEMENT#1 EXHIBIT

Part of Lot 1 of Block 3
 AMENDED PLAT OF THE PARK AT ADAMS CREEK PHASE 1
 CITY OF BROKEN ARROW, TULSA COUNTY
 STATE OF OKLAHOMA



EASEMENT# 1
 19,362.14 Sq. Ft.
 0.444 Acres

LEGEND

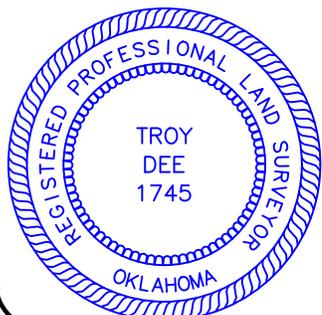
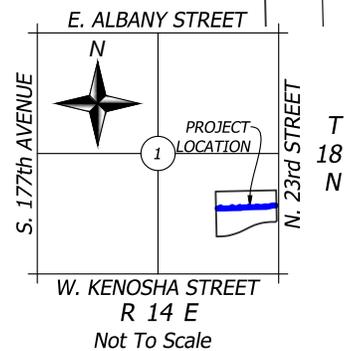
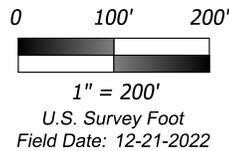
- SET IRON PIN W/CAP
- SET MAG NAIL W/WASHER
- FOUND MONUMENT
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE

SURVEYOR' STATEMENT

The basis of bearings for the legal descriptions are based on Oklahoma State Plane Coordinate System (South Zone) using S01°19'04"E as the East line of Lot One (1), Block Three (3) of AMENDED PLAT OF THE PARK AT ADAMS CREEK PHASE 1.

SURVEYOR' CERTIFICATION

I, TROY DEE, OF GOLDEN LAND SURVEYING, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.



Troy Dee
 Troy Dee, PLS #1745
 March 5, 2025

Prepared By
GOLDEN
LAND SURVEYING

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
 C.A.# 7263 / Exp. Date =6/30/2026
 Telephone: (405) 802-7883 Email: troy@goldenls.com
 Drafted by: JP GLS Job No.: 222048
 Plot Date: March 5, 2025



City of Broken Arrow

Request for Action

File #: 25-543, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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)

Background:

PDG Adams Creek, LLC is dedicating a utility easement for purpose of facilitating the construction of a new commercial site. The property has been platted as Lot 1, Block 3, Amended Plat of the Park at Adams Creek Phase I.

The dedication of this 0.71-acre utility easement shown in the attached legal description and exhibit covers the area needed for public improvements required as a condition of the site plan.

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

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Utility Easement Dedication
Exhibit A

Recommendation:

Accept the utility easement.

**UTILITY EASEMENT
CORPORATE or PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, PDG-Broken Arrow, LLC, by Joseph L. Parkes, Jr., its Co-Manager, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee" an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma, to wit:

See Exhibit A

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the Permanent Easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines, and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee may interfere with the construction of the applicable utilities.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 28th day of May, 2025

By *[Signature]*
Joseph L. Parkes, Jr.
Co-Manager

State of Tennessee)
) ss.
County of Williamson)



Before me, the undersigned, a Notary Public within and for said County and State, on this 28th day of May, 2025, personally appeared Joseph L. Parkes, Jr. for PDG-Broken Arrow, LLC (signature officer or general partner) and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

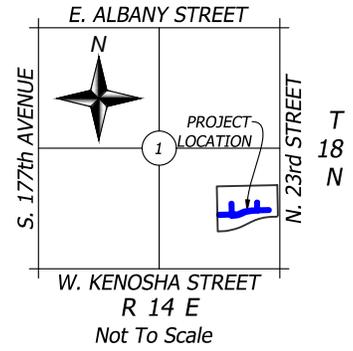
My Commission expires: 4/12/2027 *Carol Wedington-Hensley*
Notary Public

Approved as to Form: _____ Approved as to Substance: _____

Asst. City Attorney _____ City Manager

Engineer: JDD checked: 6-10-25
Project: _____

EASEMENT#2
LEGAL DESCRIPTIONS
 Part of Lot 1 of Block 3
 AMENDED PLAT OF THE PARK AT ADAMS CREEK
 PHASE 1
 CITY OF BROKEN ARROW, TULSA COUNTY
 STATE OF OKLAHOMA



Line Table		
Line #	Direction	Length
L37	N 88°47'01" E	261.20'
L38	N 01°12'59" W	223.60'
L39	N 88°47'01" E	15.00'
L40	S 01°12'59" E	223.60'
L41	N 88°47'01" E	116.06'
L42	N 66°13'17" E	142.82'
L43	N 80°53'02" E	153.58'
L44	N 88°47'01" E	117.23'
L45	N 01°12'59" W	160.12'

Line Table		
Line #	Direction	Length
L46	N 88°47'01" E	15.00'
L47	S 01°12'59" E	160.12'
L48	N 88°47'01" E	111.58'
L49	N 88°47'01" E	53.67'
L50	N 88°47'01" E	77.45'
L51	S 01°12'59" E	15.00'
L52	S 88°47'01" W	242.69'
L53	S 01°12'59" E	7.50'

Line Table		
Line #	Direction	Length
L54	S 88°47'01" W	105.21'
L55	S 80°53'02" W	145.30'
L57	S 62°41'47" W	61.02'
L59	S 88°47'01" W	33.17'
L60	N 01°12'59" W	28.50'
L61	S 88°47'01" W	261.20'
L62	N 01°12'59" W	15.00'

Curve Table					
Curve #	Length	Radius	Delta	ChB	ChL
C1	6.34'	321.00'	001.1320	S 63°15'44" W	6.34'
C2	211.72'	465.00'	026.0873	S 75°44'24" W	209.89'

LEGAL DESCRIPTION

EASEMENT# 2

An Easement being at variable widths lying in Lot One (1), Block One (1) of AMENDED PLAT OF THE PARK AT ADAMS CREEK PHASE 1, an Addition to the City of Broken Arrow, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot One (1), Block Three (3); Thence S01°18'59"E along the West line of said Lot 1 a distance of 586.60 feet; Thence N88°47'01"E a distance of 30.00 feet to the POINT OF BEGINNING; Thence continuing N88°47'01"E a distance of 261.20 feet; Thence N01°12'59"W a distance of 223.60 feet; Thence N88°47'01"E a distance of 15.00 feet; Thence S01°12'59"E a distance of 223.60 feet; Thence N88°47'01"E a distance of 116.06 feet; Thence N66°13'17"E a distance of 142.82 feet; Thence N80°53'02"E a distance of 153.58 feet; Thence N88°47'01"E a distance of 117.23 feet; Thence N01°12'59"W a distance of 160.12 feet; Thence N88°47'01"E a distance of 15.00 feet; Thence S01°12'59"E a distance of 160.12 feet; Thence N88°47'01"E a distance of 111.58 feet; Thence N88°47'01"E a distance of 53.67 feet; Thence N88°47'01"E a distance of 77.45 feet; Thence S01°12'59"E a distance of 15.00 feet; Thence S88°47'01"W a distance of 242.69 feet; Thence S01°12'59"E a distance of 7.50 feet; Thence S88°47'01"W a distance of 105.21 feet; Thence S80°53'02"W a distance of 145.30 feet; Thence along a curve to the left having a radius of 321.00 feet and a chord bearing of S63°15'44"W and a chord length of 6.34 feet for an arc length of 6.34 feet; Thence S62°41'47"W a distance of 61.02 feet; Thence along a curve to the right having a radius of 465.00 feet and a chord bearing of S75°44'24"W and a chord length of 209.89 feet for an arc length of 211.72 feet; Thence S88°47'01"W a distance of 33.17 feet; Thence N01°12'59"W a distance of 28.50 feet; Thence S88°47'01"W a distance of 261.20 feet; Thence N01°12'59"W a distance of 15.00 feet; to the POINT OF BEGINNING;

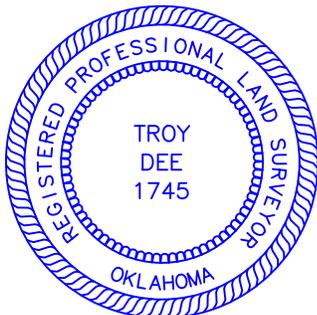
Containing 31,085.22 Sq. Ft. or 0.713 Acres, more or less.

SURVEYOR' STATEMENT

The basis of bearings for the legal descriptions are based on Oklahoma State Plane Coordinate System (South Zone) using S01°19'04"E as the East line of Lot One (1), Block Three (3) of AMENDED PLAT OF THE PARK AT ADAMS CREEK PHASE 1.

SURVEYOR' CERTIFICATION

I, TROY DEE, OF GOLDEN LAND SURVEYING, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.



Troy Dee
 Troy Dee, PLS #1745
 March 5, 2025

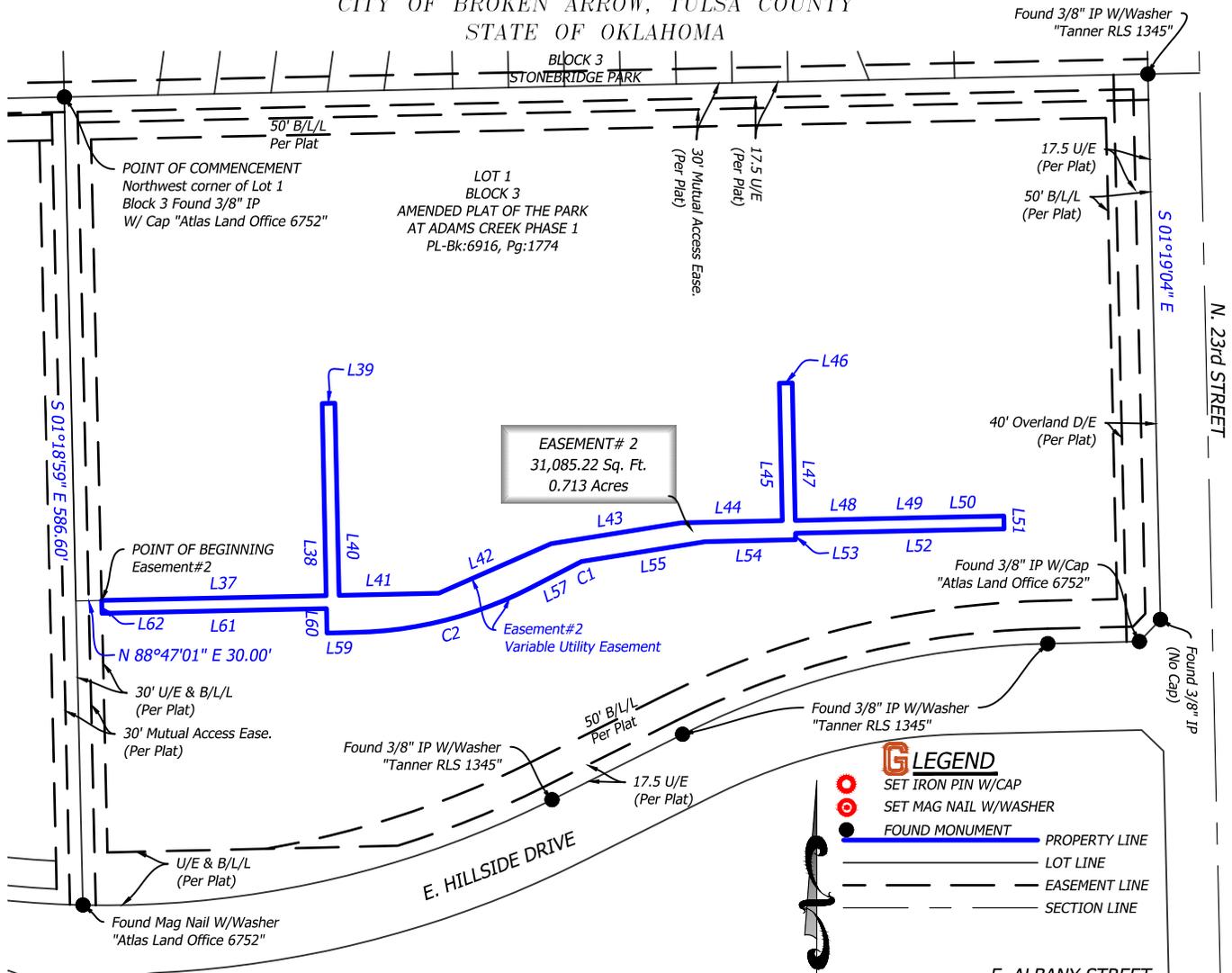
Prepared By
GOLDEN
LAND SURVEYING

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
 C.A.# 7263 / Exp. Date =6/30/2026
 Telephone: (405) 802-7883 Email: troy@goldenls.com
 Drafted by: JP GLS Job No.: 222048
 Plot Date: March 5, 2025

Sheet 1 Of 3

Filename: O:\JOBS\PROJECTS 2022\222048_NWC N 23RD ST AND E HILLSIDE DR_ BROKEN ARROW_ OK_DRSDWG\222048_EASEMENT EXHIBITS.DWG; Last Saved: 3/5/2025 4:14:27 PM; Plot Date: 3/5/2025; Logjin: JAMES PHELPS

EASEMENT#2 EXHIBIT
 Part of Lot 1 of Block 3
 AMENDED PLAT OF THE PARK AT ADAMS CREEK PHASE 1
 CITY OF BROKEN ARROW, TULSA COUNTY
 STATE OF OKLAHOMA

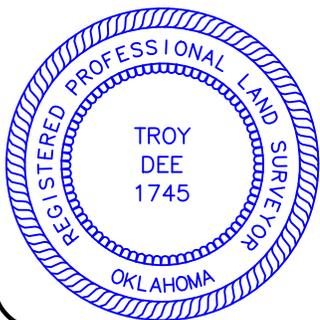


SURVEYOR' STATEMENT

The basis of bearings for the legal descriptions are based on Oklahoma State Plane Coordinate System (South Zone) using S01°19'04"E as the East line of Lot One (1), Block Three (3) of AMENDED PLAT OF THE PARK AT ADAMS CREEK PHASE 1.

SURVEYOR' CERTIFICATION

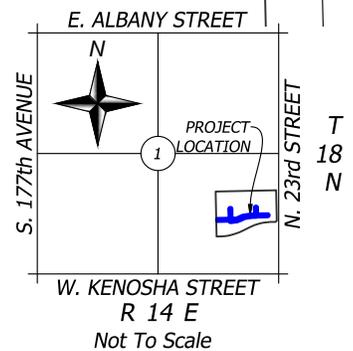
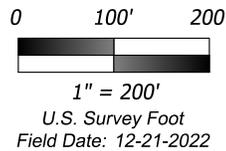
I, TROY DEE, OF GOLDEN LAND SURVEYING, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.



Troy Dee
 Troy Dee, PLS #1745
 March 5, 2025

LEGEND

- SET IRON PIN W/CAP
- SET MAG NAIL W/WASHER
- FOUND MONUMENT
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE



Prepared By
GOLDEN LAND SURVEYING
 4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
 C.A.# 7263 / Exp. Date =6/30/2026
 Telephone: (405) 802-7883 Email: troy@goldenls.com
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Filename: C:\JOBS\PROJECTS 2022\222048 NWC N 23RD ST AND E HILLSIDE DR_ BROKEN ARROW, OK_DRSIDWG\222048_EASEMENT EXHIBITS.DWG; Last Saved: 3/5/2025 4:14:27 PM; Plot Date: 3/5/2025; Login: JAMES PHELPS



City of Broken Arrow

Request for Action

File #: 25-700, Version: 1

**Broken Arrow City Council
Meeting of: 6-16-2025**

Title:

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)

Background:

In 2003 design began on the Public Safety Training Center on a donated property located at 4205 E Omaha St, Broken Arrow, OK 74014, since then the facility has expanded and improved. This property is in a floodplain. To make future improvements to the facilities Broken Arrow has negotiated services with Wallace Design Collective to determine the existing floodplain, and create a masterplan to improve the detention for the site.

City staff negotiated an agreement with the Wallace Design Collective to prepare the Masterplan Documents for \$37,700

Cost: \$37,700

Funding Source: Professional Services

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

Approved By: City Manager's Office

Attachments: Professional Consulting Agreement

Recommendation:

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)

BID TABULATION
JASPER STREET AND ASPEN AVENUE INTERSECTION IMPROVEMENTS AND ASPEN AVENUE IMPROVEMENTS FROM SHREVEPORT STREET TO JASPER STREET (PHASE 1 & 2)
PROJECT NO. ST2031 BID NO. 25.168 QUEST CDN NO. 9685228
10:00 A.M. BID OPENING 6/12/2025 AT THE CITY OF BROKEN ARROW OPERATIONS BUILDING VIA VIRTUAL BID OPENING

Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Paragon Contractors LLC		Cherokee Pride Construction Inc.		Grade Line Construction, LLC		TimberWolf Excavating LLC	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid - Paving, Drainage, Waterline, Erosion Control & Temporary Traffic Control														
1	201(A)	CLEARING AND GRUBBING	LSUM	1	\$10,000.00	\$10,000.00	\$10,111.00	\$10,111.00	\$40,000.00	\$40,000.00	\$12,500.00	\$12,500.00	\$28,000.00	\$28,000.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	2198	\$38.00	\$83,524.00	\$22.18	\$48,751.64	\$20.00	\$43,960.00	\$25.00	\$54,950.00	\$28.00	\$61,544.00
3	205(A)	TYPE A SALVAGED TOPSOIL	LSUM	1	\$30,000.00	\$30,000.00	\$18,216.00	\$18,216.00	\$25,000.00	\$25,000.00	\$13,500.00	\$13,500.00	\$50,000.00	\$50,000.00
4	220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	\$15,000.00	\$15,000.00	\$10,545.00	\$10,545.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$21,000.00	\$21,000.00
5	221	EROSION CONTROL	LSUM	1	\$20,000.00	\$20,000.00	\$12,670.00	\$12,670.00	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00	\$38,500.00	\$38,500.00
6	230(A)	SOLID SLAB SODDING	SY	4490	\$8.00	\$35,920.00	\$4.73	\$21,237.70	\$5.00	\$22,450.00	\$6.00	\$26,940.00	\$6.50	\$29,185.00
7	303(A)	AGGREGATE BASE TYPE A	CY	1684	\$65.00	\$109,460.00	\$53.21	\$89,605.64	\$60.00	\$101,040.00	\$75.00	\$126,300.00	\$60.00	\$101,040.00
8	307(D)	LIME	TON	49	\$280.00	\$13,720.00	\$473.00	\$23,177.00	\$250.00	\$12,250.00	\$350.00	\$17,150.00	\$350.00	\$17,150.00
9	307(H)	LIME STABILIZED SUBGRADE	SY	4437	\$5.00	\$22,185.00	\$10.76	\$47,742.12	\$2.00	\$8,874.00	\$13.40	\$59,455.80	\$8.00	\$35,496.00
10	310(B)	SUBGRADE, METHOD B	SY	1052	\$3.00	\$3,156.00	\$2.65	\$2,787.80	\$1.00	\$1,052.00	\$2.50	\$2,630.00	\$13.00	\$13,676.00
11	325	SEPARATOR FABRIC	SY	5797	\$3.00	\$17,391.00	\$2.05	\$11,883.85	\$2.00	\$11,594.00	\$1.75	\$10,144.75	\$2.00	\$11,594.00
12	326(B)	GEOGRID REINFORCEMENT	SY	4418	\$5.00	\$22,090.00	\$1.90	\$8,394.20	\$4.00	\$17,672.00	\$3.00	\$13,254.00	\$4.50	\$19,881.00
13	409(A)	FABRIC REINFORCEMENT	SY	15530	\$8.00	\$124,240.00	\$4.23	\$65,691.90	\$4.50	\$69,885.00	\$5.40	\$83,862.00	\$5.20	\$80,756.00
14	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	1582	\$115.00	\$181,930.00	\$91.40	\$144,594.80	\$113.00	\$178,766.00	\$96.80	\$153,137.60	\$131.00	\$207,242.00
15	411(C)	SUPERPAVE, TYPE S4 (PG 70-28 OK)	TON	3660	\$155.00	\$567,300.00	\$106.70	\$390,522.00	\$115.00	\$420,900.00	\$120.00	\$439,200.00	\$135.00	\$494,100.00
16	411(D)	SUPERPAVE, TYPE S6 (PG 64-22 OK)	TON	1081	\$130.00	\$140,530.00	\$93.60	\$101,181.60	\$118.00	\$127,558.00	\$115.35	\$124,693.35	\$134.00	\$144,854.00
17	411(H)	SUPERPAVE, TYPE S3(PATCH)(PG64-22OK)	TON	455	\$275.00	\$125,125.00	\$174.40	\$79,352.00	\$200.00	\$91,000.00	\$111.25	\$50,618.75	\$143.00	\$65,065.00
18	412	COLD MILLING PAVEMENT	SY	15431	\$6.00	\$92,586.00	\$3.33	\$51,385.23	\$3.75	\$57,866.25	\$2.60	\$40,120.60	\$6.00	\$92,586.00
19	414(B)	DOWEL JOINTED P.C.C.PAVT.(PLACEMENT)	SY	1748	\$40.00	\$69,920.00	\$64.30	\$112,396.40	\$28.00	\$48,944.00	\$55.00	\$96,140.00	\$48.00	\$83,904.00
20	414(G)	P.C. CONCRETE FOR PAVEMENT	CY	468	\$225.00	\$105,300.00	\$178.00	\$83,304.00	\$200.00	\$93,600.00	\$285.00	\$133,380.00	\$380.00	\$177,840.00
21	501(G)	CLSM BACKFILL	CY	10	\$250.00	\$2,500.00	\$230.00	\$2,300.00	\$200.00	\$2,000.00	\$150.00	\$1,500.00	\$450.00	\$4,500.00
22	509(D)	CLASS C CONCRETE	CY	10	\$430.00	\$4,300.00	\$960.00	\$9,600.00	\$300.00	\$3,000.00	\$465.00	\$4,650.00	\$1,000.00	\$10,000.00
23	601(E)	TYPE III LAID UP PLAIN RIPRAP	SY	159	\$160.00	\$25,440.00	\$71.40	\$11,352.60	\$60.00	\$9,540.00	\$65.00	\$10,335.00	\$5.20	\$826.80
24	602(C)	FILTER FABRIC	SY	215	\$6.00	\$1,290.00	\$2.45	\$526.75	\$2.00	\$430.00	\$2.00	\$430.00	\$2.50	\$537.50
25	609(B)	COMBINED CURB & GUTTER (6" BARRIER)	LF	1465	\$45.00	\$66,225.00	\$31.85	\$46,660.25	\$25.00	\$36,625.00	\$40.00	\$58,600.00	\$35.00	\$51,275.00
26	610(A)	4" CONCRETE SIDEWALK	SY	2347	\$90.00	\$211,230.00	\$54.20	\$127,207.40	\$75.00	\$176,025.00	\$70.00	\$164,290.00	\$85.00	\$199,495.00
27	610(A)	4" DECORATIVE CONCRETE SIDEWALK	SY	451	\$140.00	\$63,140.00	\$117.15	\$52,834.65	\$150.00	\$67,500.00	\$165.00	\$74,415.00	\$110.00	\$49,610.00
28	610(B)	6" CONCRETE DRIVEWAY (H.E.S.)	SY	218	\$100.00	\$21,800.00	\$66.20	\$14,431.60	\$80.00	\$17,440.00	\$95.00	\$20,710.00	\$115.00	\$25,070.00
29	610(G)	ASPHALT DRIVEWAY	SY	124	\$160.00	\$19,840.00	\$104.70	\$12,982.80	\$81.00	\$10,044.00	\$65.00	\$8,060.00	\$65.00	\$8,060.00
30	610(I)	TACTILE WARNING DEVICE-NEW	SF	243	\$50.00	\$12,150.00	\$30.00	\$7,290.00	\$25.00	\$6,075.00	\$35.00	\$8,505.00	\$40.00	\$9,720.00
31	611(A)	MANHOLE (8" DIA.)	EA	3	\$11,000.00	\$33,000.00	\$10,061.00	\$30,183.00	\$15,000.00	\$45,000.00	\$16,500.00	\$49,500.00	\$18,500.00	\$55,500.00
32	611(B)	ADD'L DEPTH IN MANHOLE (8" DIA.)	VF	21	\$600.00	\$12,600.00	\$1,093.00	\$22,953.00	\$600.00	\$12,600.00	\$1,000.00	\$21,000.00	\$1,500.00	\$31,500.00
33	611(G)	INLET CI DES 1 (STD.)	EA	1	\$6,000.00	\$6,000.00	\$4,507.00	\$4,507.00	\$12,000.00	\$12,000.00	\$4,200.00	\$4,200.00	\$6,850.00	\$6,850.00
34	611(G)	STANDARD BROKEN ARROW INLET - ST30 (4"X3")	EA	1	\$7,400.00	\$7,400.00	\$6,124.00	\$6,124.00	\$15,000.00	\$15,000.00	\$7,800.00	\$7,800.00	\$7,850.00	\$7,850.00
35	611(H)	ADD'L DEPTH IN INLET CI DES 1	VF	4	\$900.00	\$3,600.00	\$607.00	\$2,428.00	\$500.00	\$2,000.00	\$650.00	\$2,600.00	\$800.00	\$3,200.00
36	612(A)	MANHOLES ADJUST TO GRADE	EA	7	\$2,000.00	\$14,000.00	\$1,177.00	\$8,239.00	\$1,000.00	\$7,000.00	\$1,650.00	\$11,550.00	\$2,500.00	\$17,500.00
37	612(E)	VALVE BOXES ADJUST TO GRADE	EA	4	\$600.00	\$2,400.00	\$550.00	\$2,200.00	\$800.00	\$800.00	\$475.00	\$1,900.00	\$1,850.00	\$7,400.00
38	612(E)	METER BOXES ADJUST TO GRADE	EA	1	\$600.00	\$600.00	\$615.00	\$615.00	\$500.00	\$500.00	\$525.00	\$525.00	\$850.00	\$850.00
39	613(E)	18" CORRUGATED POLYPROPYLENE PIPE	LF	66	\$100.00	\$6,600.00	\$135.00	\$8,910.00	\$100.00	\$6,600.00	\$180.00	\$11,880.00	\$150.00	\$9,900.00
40	613(E)	24" CORRUGATED POLYPROPYLENE PIPE	LF	124	\$150.00	\$18,600.00	\$76.25	\$9,455.00	\$140.00	\$17,360.00	\$200.00	\$24,800.00	\$180.00	\$22,320.00
41	613(E)	60" CORRUGATED POLYPROPYLENE PIPE	LF	517	\$250.00	\$129,250.00	\$208.00	\$107,536.00	\$240.00	\$124,080.00	\$350.00	\$180,950.00	\$480.00	\$248,160.00
42	613(L)	24" PREFAB. CULVERT END SEC., ROUND	EA	1	\$1,000.00	\$1,000.00	\$1,257.00	\$1,257.00	\$1,000.00	\$1,000.00	\$1,350.00	\$1,350.00	\$3,500.00	\$3,500.00
43	613(L)	60" PREFAB. CULVERT END SEC., ROUND	EA	1	\$4,900.00	\$4,900.00	\$3,666.00	\$3,666.00	\$5,000.00	\$5,000.00	\$4,900.00	\$4,900.00	\$12,000.00	\$12,000.00
44	616(N)	SERVICE CONNECTION (LONG)	EA	1	\$2,000.00	\$2,000.00	\$7,574.00	\$7,574.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
45	619(A)	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1	\$40,000.00	\$40,000.00	\$32,825.00	\$32,825.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00
46	619(B)	REMOVAL OF CURB AND GUTTER	LF	1484	\$15.00	\$22,260.00	\$5.75	\$8,533.00	\$10.00	\$14,840.00	\$9.00	\$13,356.00	\$10.00	\$14,840.00
47	619(B)	REMOVAL OF CONCRETE MEDIAN	SY	361	\$15.00	\$5,415.00	\$13.40	\$4,837.40	\$15.00	\$5,415.00	\$30.00	\$10,830.00	\$15.00	\$5,415.00
48	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	2028	\$8.00	\$16,224.00	\$14.00	\$28,392.00	\$15.00	\$30,420.00	\$25.00	\$50,700.00	\$10.00	\$20,280.00
49	619(B)	REMOVAL OF CONCRETE DRIVEWAY	SY	242	\$20.00	\$4,840.00	\$25.00	\$6,050.00	\$15.00	\$3,630.00	\$25.00	\$6,050.00	\$10.00	\$2,420.00
50	619(B)	REMOVAL OF ASPHALT DRIVEWAY	SY	320	\$20.00	\$6,400.00	\$16.35	\$5,232.00	\$15.00	\$4,800.00	\$25.00	\$8,000.00	\$10.00	\$3,200.00
51	619(B)	REMOVAL OF SIDEWALK	SY	274	\$20.00	\$5,480.00	\$15.30	\$4,192.20	\$15.00	\$4,110.00	\$25.00	\$6,850.00	\$10.00	\$2,740.00
52	624(E)	FENCE - STYLE CLF (6" HIGH, CLASS A)	LF	50	\$60.00	\$3,000.00	\$128.50	\$6,425.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$90.00	\$4,500.00
53	641	MOBILIZATION	LSUM	1	\$184,000.00	\$184,000.00	\$74,000.00	\$74,000.00	\$150,000.00	\$150,000.00	\$165,000.00	\$165,000.00	\$250,000.00	\$250,000.00
54	642(B)	CONSTRUCTION STAKING LEVEL II	LSUM	1	\$20,000.00	\$20,000.00	\$13,391.00	\$13,391.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
55	805(A)	(PL) REMOVAL OF EXISTING SIGNS	EA	6	\$300.00	\$1,800.00	\$117.00	\$702.00	\$150.00	\$900.00	\$105.00	\$630.00	\$150.00	\$900.00
56	805(D)	(PL) REMOVE AND RESET EXISTING SIGNS	EA	2	\$200.00	\$400.00	\$409.00	\$818.00	\$400.00	\$800.00	\$375.00	\$750.00	\$50.00	\$100.00
57	850(A)	SHEET ALUMINUM SIGNS	SF	41	\$35.00	\$1,435.00	\$29.20	\$1,197.20	\$35.00	\$1,435.00	\$26.00	\$1,066.00	\$41.00	\$1,681.00
58	851(C)	2" SQUARE TUBE POST	LF	63	\$15.00	\$945.00	\$17.55	\$1,105.65	\$25.00	\$1,575.00	\$16.00	\$1,008.00	\$15.00	\$945.00
59	856(A)	TRAFFIC STRIPE (MULTI-POLY.) (4" WIDE)	LF	8215	\$1.50	\$12,322.50	\$1.75	\$14,376.25	\$1.75	\$14,376.25	\$1.65	\$13,554.75	\$1.90	\$15,608.50
60	856(A)	TRAFFIC STRIPE (MULTI-POLY.) (8" WIDE)	LF	236	\$3.00	\$708.00	\$17.55	\$4,141.80	\$20.00	\$4,720.00	\$16.00	\$3,776.00	\$6.00	\$1,416.00
61	856(A)	TRAFFIC STRIPE (MULTI-POLY.) (24" WIDE)	LF	539	\$15.00	\$8,085.00	\$23.40	\$12,612.60	\$22.00	\$11,858.00	\$21.50	\$11,588.50	\$25.00	\$13,475.00
62	856(B)	TRAFFIC STRIPE (MULTI-POLY.) (ARROWS)	EA	26	\$250.00	\$6,500.00	\$468.00	\$12,168.00	\$410.00	\$10,660.00	\$430.00	\$11,180.00	\$250.00	\$6,500.00
63	857(C)	REMOVABLE PAVEMENT MARKING TAPE(4" WIDE)	LF	23810	\$1.50	\$35,715.00	\$1.30	\$30,953.00	\$1.12	\$26,667.20	\$1.15	\$27,381.50	\$3.00	\$71,430.00



City of Broken Arrow

Request for Action

File #: 25-821, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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)

Background:

The attached Utility Easement is being conveyed to the City of Broken Arrow from Woody E. Wicker, Trustee of the Woody E. Wicker Trust, dated December 21, 2006, the owner. Parcel 15.A consists of 3,180 square feet of utility easement for the 9th Street Widening: Houston to Washington, located in the Southwest Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma

A copy of the Utility Easement is attached.

Cost: \$6,850.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Acceptance Letter
Affidavit
Conditions and Request for Payment
Utility Easement

Recommendation:

Accept the Utility Easement.



May 28, 2025

Woody E. Wicker Trust
8629 S Lynn Lane Rd
Broken Arrow, OK 74012

RE: 9TH STREET WIDENING FROM HOUSTON STREET TO WASHINGTON STREET
PROJECT NO. ST2027 PARCEL NO. 15.A

PROPERTY LOCATION: 8501 S LYNN LANE RD, BROKEN ARROW, OK 74012

Mr. Wicker,

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent Easement 3,180 SQUARE FEET (SF) @ \$2.87 SF x 75% = \$6,844.95
Total Just Compensation Amount (Rounded) = \$6,850

By your signature on this letter, you have accepted the City's offer of \$6,850.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: kpax@brokenarrowok.gov or 918-259-7000 ext. 5435
Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW


Michael L. Spurgeon
City Manager


By: Woody E. Wicker, Trustee

MLS/ao
enc

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.

Woody E. Wicker Trust, dated December 21, 2006

By: *Woody E. Wicker*
Woody E. Wicker

29th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this *May* day of _____, 2025, personally appeared Woody E. Wicker, Trustee of the Woody E. Wicker Trust, dated December 21, 2006, 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

Amy J. O'Laughlin
NOTARY PUBLIC

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: \$6,850.00

Owner's Mailing Address: 1101 E QUINCY ST., Broken Arrow, Ok. 74012
(918) 381-2702

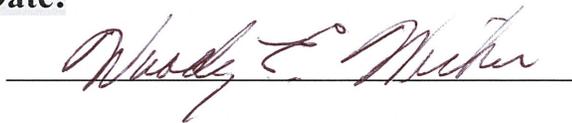
Owner Requests Check:

- 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: Woody E. Wicker Trust

Signature/Date:

Owner:



Date:

5-29-2025

Agent:



Date:

5-30-25

Project:

ST2027 9TH STREET WIDENING - HOUSTON TO
WASHINGTON, Parcel 15.A

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Woody E. Wicker, Trustee of the Woody E. Wicker Trust, dated December 21, 2006**, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **City of Broken Arrow**, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in TULSA County, State of Oklahoma to wit:

SEE EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted, the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

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

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 29th day of May, 2025.

Return to:

City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

Woody E. Wicker Trust, dated December 21, 2006


By: **Woody E. Wicker, Trustee**

T-18-N
E HOUSTON ST

Parcel No.: 15.A
County: Tulsa
Legal Description: See Exhibit "A"
Project Number: ST2027

LEGEND
POB - Point of Beginning
POC - Point of Commencement
SPC - State Plane Coordinates
R/W - Right-of- Way

Tract Area	216,903	S.F.	4.98 Acres
Existing R/W	4,801	S.F.	0.11 Acres
Proposed R/W	4,898	S.F.	0.11 Acres
Rem in Tract	207,204	S.F.	4.76 Acres
Perpetual Easement	-	S.F.	- Acres
Temp Construction Easement	-	S.F.	- Acres
Drainage Easement	-	S.F.	- Acres
Sanitary Easement	3,180	S.F.	0.07 Acres

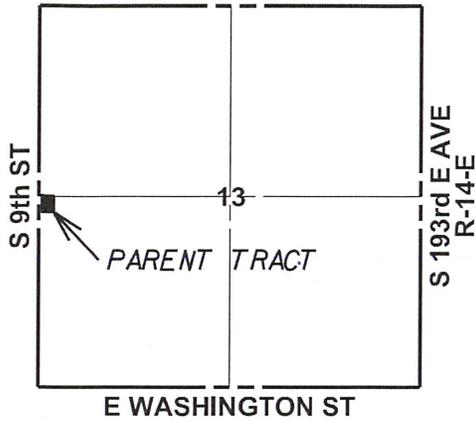
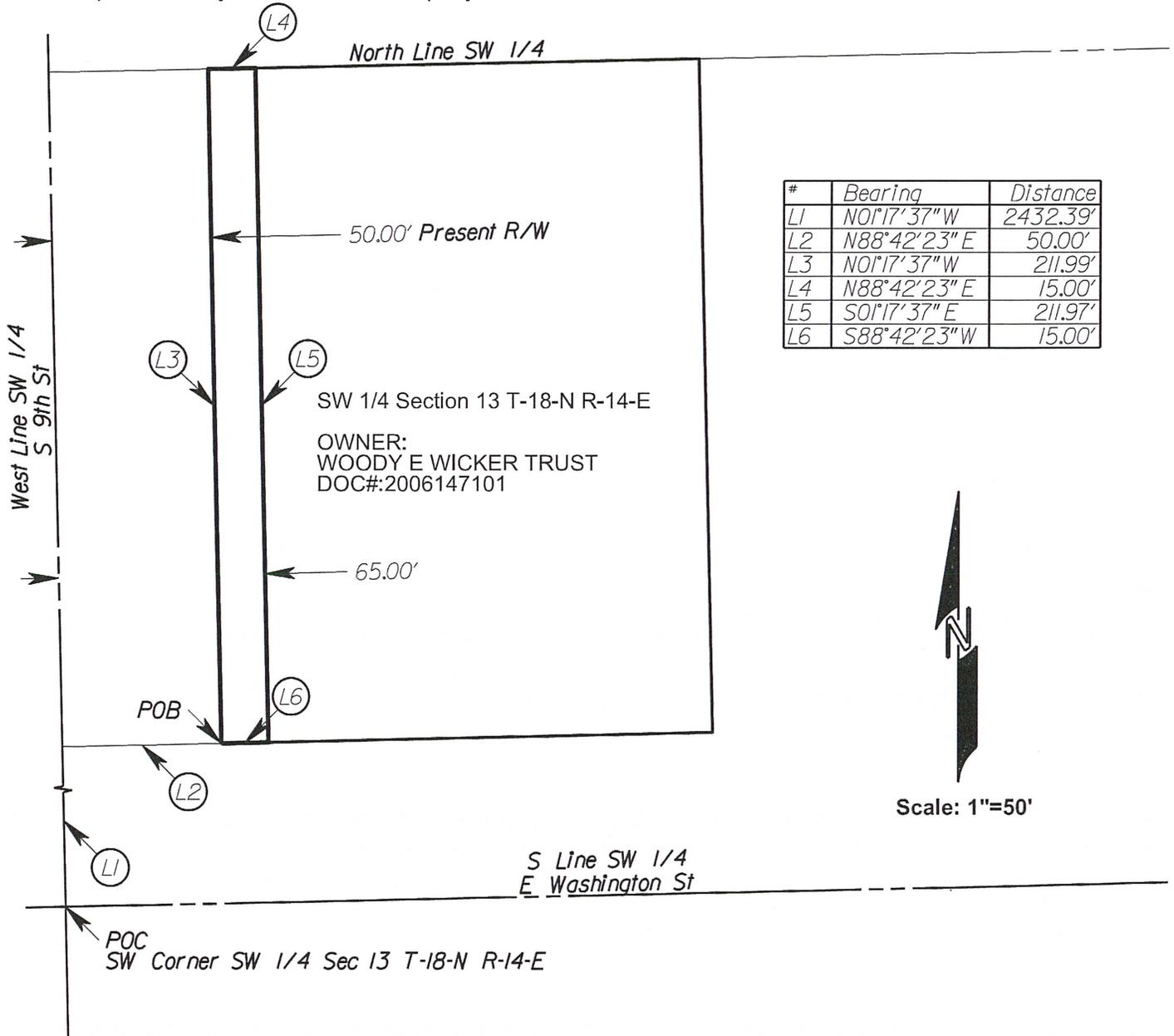


EXHIBIT NOTES

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	2432.39'
L2	N88°42'23"E	50.00'
L3	N01°17'37"W	211.99'
L4	N88°42'23"E	15.00'
L5	S01°17'37"E	211.97'
L6	S88°42'23"W	15.00'

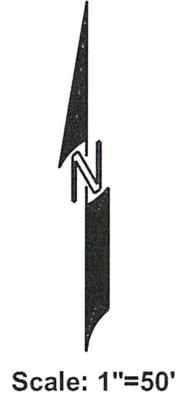


EXHIBIT "A"

PROPOSED SANITARY EASEMENT

PARCEL 15.A

CITY PROJECT NO. ST2027

PROPOSED SANITARY EASEMENT LEGAL

A parcel of land lying in the SW 1/4 of Section 13, 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 SW Corner of said Section 13; thence a distance of 2432.39 feet, on a bearing of N01°17'37"W (being the basis of bearings for this description) along the West line of said SW 1/4; thence a distance of 50.00 feet, on a bearing of N88°42'23"E to a point on the present Easterly Right-of-Way line for South 9th Street same being a line 50.00 feet East of and parallel with the West line of said SW 1/4 as well as the Point of Beginning; thence N01°17'37"W along said present Easterly Right-of-Way line and parallel line, a distance of 211.99 feet to a point on the North line of said SW 1/4; thence N88°42'23"E along said North line, a distance of 15.00 feet to a point on a line being 65.00 feet East of and parallel with the West line of said SW 1/4; thence S01°17'37"E along said parallel line, a distance of 211.97 feet; thence S88°42'23"W, a distance of 15.00 feet to the Point of Beginning.

Said parcel containing 3,180 square feet, or 0.07 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 1st day of March 2021.





Carey E. Harris, P.L.S. #1719
C.A. No.: 5877
Expires: 6/30/21



City of Broken Arrow

Request for Action

File #: 25-864, Version: 1

**Broken Arrow City Council
Meeting of: 06/16/2025**

Title:

Ratification of the Claims List Check Register Dated June 09, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from May 30, 2025 through June 09, 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 \$2,288,922.46 for the various funds.

Governmental Funds	\$1,359,663.39
BAMA	\$ 926,444.07
BAEDA	<u>\$ 2,815.00</u>
Total	\$2,288,922.46

A summary by funds and detail are attached.

Cost: \$1,359,663.39

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated June 09, 2025

Recommendation:..recommend

Ratify Claims List Check Register dated 06/09/2025

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			156,928.26				345
220		BA MUNICIPAL AUTHORITY			926,444.07				463
227		CVB-HOTEL MOTEL			125.62				2
330		SALES TAX CAPITAL IMPROVEMENT			93,072.96				11
342		STREET LIGHT FUND			458.51				5
343		STREET SALES TAX FUND			51,809.03				20
344		PS SALES TAX POLICE			109,831.54				160
345		PS SALES TAX FIRE			25,581.91				79
592		2014 BOND ISSUE			96,986.09				3
593		2018 BOND ISSUE			683,073.08				9
660		WORKERS COMPENSATIONS			12,196.61				4
661		GROUP HEALTH AND LIFE			126,337.54				6
882		AGENCY FUND DEPOSITS			3,262.24				14
887		ECONOMIC DEVELOP AUTHORITY			2,815.00				1
Total					2,288,922.46				1,122

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/04/2025	329408	9 A & N TRAILER PARTS INC		00369371	BLANKET PO - TRAILER PARTS	1106003 560200		2024/3	112.65
						Total For Check # 329408			112.65
06/04/2025	329420	999900 OTP - AR REFUNDS		144214	INV 144214	110 229150		2021/8	15.00
						Total For Check # 329420			15.00
06/04/2025	329425	3618 DONOVAN JAMES FITE		9252021	FARMERS MARKET SEPT 25, 2021	1101400 540280		2022/3	400.00
						Total For Check # 329425			400.00
06/05/2025	329426	856 AMERICAN FIDELITY ASSURANCE CO.		161766	Payroll Run 1 - Warrant 250523	110 218420		2025/11	98.34
				161766	Payroll Run 1 - Warrant 250523	110 218430		2025/11	24.26
						Total For Check # 329426			122.60
06/05/2025	329427	4904 AMERITAS LIFE INSURANCE CORP.		161772	Payroll Run 1 - Warrant 250523	110 218240		2025/11	3,011.21
				161772	Payroll Run 1 - Warrant 250523	110 218240		2025/11	-12.32
						Total For Check # 329427			2,998.89
06/05/2025	329431	4633 COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		161771	Payroll Run 1 - Warrant 250523	110 218590		2025/11	1,509.74
						Total For Check # 329431			1,509.74
06/05/2025	329432	1319 COMMUNITY CARE EAP		161768	Payroll Run 1 - Warrant 250523	110 218560		2025/11	246.56
						Total For Check # 329432			246.56
06/05/2025	329433	5397 DAVID E MARLOW		MLG 05202025	MILEAGE/PARK REIMBURSE ATTEND TRIAL TULSA LIT CAS	1101010 550280		2025/12	79.70
						Total For Check # 329433			79.70
06/05/2025	329434	3040 DAVID HICKERSON		PDR 06012025	TRAVEL PER DIEM L3HARRIS	1101200 550030		2025/12	272.00
						Total For Check # 329434			272.00
06/05/2025	329435	1419 DENNIS SAGELY		PDR 04242025	PER DIEM 2025 OMJA SPRING CONF	1101800 550030		2025/12	61.20

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				T&A 04242025	REIMBURSEMENT 2025 OMJA SPRING CONF	1101800 550030		2025/12	294.99
						Total For Check # 329435			356.19
06/05/2025	329436	1108	DUSTIN WEBER	PDR 04252025 A	PER DIEM CENTRAL SQUARE ENGAGE 2025	1101200 550030		2025/12	102.00
						Total For Check # 329436			102.00
06/05/2025	329437	4181	ERIN HOFENER	TRR SP2025	MBA SPRING TUITION REIMBURSEMENT	1101315 530110		2025/12	1,127.11
						Total For Check # 329437			1,127.11
06/05/2025	329445	159	PRE-PAID LEGAL SERVICES, INC.	161765	Payroll Run 1 - Warrant 250523	110 218100		2025/11	555.92
						Total For Check # 329445			555.92
06/05/2025	329447	4905	METROPOLITAN LIFE INSURANCE COMPANY	161773	Payroll Run 1 - Warrant 250523	110 218340		2025/11	3,289.83
				161773	Payroll Run 1 - Warrant 250523	110 218480		2025/11	3,462.63
				161773	Payroll Run 1 - Warrant 250523	110 218590		2025/11	1,070.22
						Total For Check # 329447			7,822.68
06/05/2025	329465	1987	SURENCY LIFE & HEALTH INS. CO.	161770	Payroll Run 1 - Warrant 250523	110 218460		2025/11	211.25
						Total For Check # 329465			211.25
06/05/2025	329466	1739	WAGONER CO RRWD DISTRICT #4	3823901 06152025	3823901 06152025 3000 N 37TH ST	1106000 550230		2025/12	31.38
				1126701 06152025	1126701 06152025 21101 E 101ST ST	1106000 550230		2025/12	16.50
				1945001 06152025	1945001 06152025 4000E NEW ORLEANS A	1106000 550230		2025/12	48.95
				1970001 06152025	1970001 06152025 4000 E NEW ORLEANS B	1106000 550230		2025/12	1,250.68
						Total For Check # 329466			1,347.51
06/05/2025	329469	1092	WESTLAKE HARDWARE INC	8038182	BLANKET PO FOR MISC ITEMS	1106002 560230		2025/12	2.98

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 329469			2.98
06/05/2025	329472	149	AMERICAN ELECTRIC POWER/PSO	260-576-0-1 05162025	953-260-576-0-1 MAY 16, 2025 219 E DETROIT ST	1101700 550250		2025/12	67.16
				041-990-0-6 05162025	950-041-990-0-6 MAY 16, 2025 1811 S MAIN ST	1106001 550250		2025/12	699.64
				853-893-0-0 05152025	952-853-893-0-0 MAY 15, 2025 2810 E OAKLAND ST	1101700 550250		2025/12	23.28
				183-027-0-0 05152025	953-183-027-0-0 MAY 15, 2025 1599 E ALBANY ST	1105310 550250		2025/12	79.89
				162-909-0-6 05152025	954-162-909-0-6 MAY 15, 2025 3003 E PAWHUSKA ST	1101700 550250		2025/12	23.28
				539-598-0-7 05152025	958-539-598-0-7 MAY 15, 2025 2803 E NORMAN AVE	1101700 550250		2025/12	23.28
				709-847-0-1 05202025	952-709-847-0-1 MAY 20, 2025 1798 S MAIN ST	1105310 550250		2025/12	45.08
				913-008-1-1 05202025	953-913-008-1-1 MAY 20 2025 4000 E NEW ORLEANS	1106000 550250		2025/12	818.79
				913-008-1-1 05202025	953-913-008-1-1 MAY 20 2025 414 S MAIN	1106000 550250		2025/12	54.97
				913-008-1-1 05202025	953-913-008-1-1 MAY 20 2025 117 E DALLAS	1106000 550250		2025/12	53.40
				913-008-1-1 05202025	953-913-008-1-1 MAY 20 2025 21101 E 101ST ST	1106000 550250		2025/12	133.65
				913-008-1-1 05202025	953-913-008-1-1 MAY20 2025 4000 E NEW ORLEANS SPOR	1106000 550470		2025/12	3,361.49
				393-103-0-6 05212025	959-393-103-0-6 MAY 21 2025 123 N MAIN	1101315 550250		2025/12	71.13
				393-103-0-6 05212025	959-393-103-0-6 MAY 21 2025 201 S 1ST	1101700 550250		2025/12	257.94
				393-103-0-6 05212025	959-393-103-0-6 MAY 21 2025 220 S 1ST	1101700 550250		2025/12	1,333.53
				393-103-0-6 05212025	959-393-103-0-6 MAY 21 2025 200 S 1ST ST	1101700 550250		2025/12	1,812.46
				273-541-0-6 05212025	953-273-541-0-6 MAY 21 2025 4800 W WASHINGTON	1105310 550250		2025/12	22.95
				386-301-0-0 05212025	959-386-301-0-0 MAY 21 2025 1500 S	1106000 550250		2025/12	454.59

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					MAIN ST				
				866-629-0-9 05212025	956-866-629-0-9 MAY 21 2025 2520 1/2 W FULTON	1106000 550250		2025/12	22.95
				663-125-0-3 05212025	952-663-125-0-3 MAY 21 2025 2900 W FLORENCE ST	1106000 550250		2025/12	127.35
				428-947-0-6 05212025	953-428-947-0-6 MAY 21 2025 2800 1/2 S DOGWOOD AVE	1106000 550250		2025/12	23.16
				183-137-4-1 05222025	951-183-137-4-1 MAY 22, 2025	1106004 550250		2025/12	2,531.44
					Total For Check # 329472				12,041.41
06/05/2025	329476	4935 AMAZON.COM SALES INC		1CWQ-6PP7-6MVC	Bluezoo - Solar Equipment	1101200 560230		2025/12	288.83
				13KT-9VY1-9W1N	4 Inch x 24 Yard Royal Blue Satin Ribbon - Cricket	1101700 560230		2025/12	68.22
					Total For Check # 329476				357.05
06/05/2025	329477	5180 AMERICAN MEDICAL GAS RESOURCES		3235	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	1106002 560340		2025/12	237.00
				3236	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	1106002 560340		2025/12	237.00
					Total For Check # 329477				474.00
06/05/2025	329478	672 AMERICAN RED CROSS		22779929	10 LIFEGUARDING CLASSES CLS-06334080	1106002 530110		2025/12	470.00
					Total For Check # 329478				470.00
06/05/2025	329479	3753 AMERICANCHECKED INC		9700-20241130	9700-20241130 11/30/2024	1101102 530870		2025/11	926.94
				9700-20241231	9700-20241231 12/31/2025	1101102 530870		2025/11	3,688.05
				9700-20241031	9700-2024 10/31/2024	1101102 530870		2025/11	3,275.32
				9700-20250430	9700-20250430 04/30/2025	1101102 530870		2025/11	1,872.95
					Total For Check # 329479				9,763.26
06/05/2025	329482	4846 APAC-CENTRAL, INC.		7002253492	BLANKET PO FOR ASHPALT	1105300 560800		2025/12	3,432.56
					Total For Check # 329482				3,432.56
06/05/2025	329485	885 ATWOOD DISTRIBUTING LP		3509	BLANKET PO SAFETY SHOES & MISC	1106003 560230		2025/12	44.99

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				3511	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000 560340		2025/12	52.91
Total For Check # 329485									97.90
06/05/2025	329487	507 BEN E KEITH-OKLAHOMA		67004022	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 560670		2025/12	579.79
				67004044	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 560670		2025/12	371.58
Total For Check # 329487									951.37
06/05/2025	329490	20 BROKEN ARROW LAWN & GARDEN		118757	SMALL ENGINE PARTS	1106000 560200		2025/12	65.00
				119368	SMALL ENGINE PARTS	1106003 560310		2025/12	80.23
Total For Check # 329490									145.23
06/05/2025	329494	633 CHICKASAW TELECOM INC		INV#63430	FortiNetMaintenance 25	1101200 540550		2025/12	35,295.62
Total For Check # 329494									35,295.62
06/05/2025	329495	37 CINTAS CORPORATION		5272680908	BLANKET PO FOR MEDICAL SUPPLIES	1106005 560230		2025/12	7.16
Total For Check # 329495									7.16
06/05/2025	329496	996 CITY OF BROKEN ARROW		161497	Payroll Run 1 - Warrant 250509	110 218180		2025/11	423.32
				161497	Payroll Run 1 - Warrant 250509	110 218360		2025/11	4,066.85
				161767	Payroll Run 1 - Warrant 250523	110 218180		2025/11	423.32
				161767	Payroll Run 1 - Warrant 250523	110 218360		2025/11	3,966.85
Total For Check # 329496									8,880.34
06/05/2025	329497	1402 CIVICPLUS LLC		333919	333919 06/01/2025	1101800 540550		2025/12	9,976.31
Total For Check # 329497									9,976.31
06/05/2025	329498	1391 CLEAN THE UNIFORM CO OKLAHOMA		52132746	52132746 04/30/2025	1106005 540310		2025/12	10.15

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				52132746	52132746 04/30/2025	1101700 540330		2025/12	22.54
				52133537	52133537 05/07/2025	1106005 540310		2025/12	10.15
				52133537	52133537 05/07/2025	1101700 540330		2025/12	7.84
				52136225	NEIGHBORHOOD ENGAGEMENT UNIFROMS	1101415 540310		2025/12	53.20
						Total For Check # 329498			103.88
06/05/2025	329500	5323	COLUMN SOFTWARE PBC	9B37CAF5-0070	9B37CAF5-0070	1101410 550050		2025/12	115.99
				9B37CAF5-0069	9B37CAF5-0069	1101410 550050		2025/12	130.77
				9B37CAF5-0068	9B37CAF5-0068	1101410 550050		2025/12	130.82
						Total For Check # 329500			377.58
06/05/2025	329502	882	COX COMMUNICATIONS	076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1105300 550220		2025/12	76.40
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106002 550220		2025/12	112.24
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106000 550220		2025/12	86.50
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1101700 550220		2025/12	149.05
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106002 550220		2025/12	74.50
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106004 550220		2025/12	73.66
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106000 550220		2025/12	140.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106002 550220		2025/12	70.50
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106004 550220		2025/12	39.49
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106001 550220		2025/12	76.40
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106002 550220		2025/12	39.49
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106001 550220		2025/12	39.49

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				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106000 550540		2025/12	99.00
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1105300 550540		2025/12	342.93
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106002 550540		2025/12	94.40
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106000 550540		2025/12	98.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106005 550540		2025/12	98.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1101200 550540		2025/12	153.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1101700 550540		2025/12	1,315.00
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1101700 550540		2025/12	629.35
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106001 550540		2025/12	109.38
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1101315 550540		2025/12	54.50
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106004 550540		2025/12	138.00
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1101200 550540		2025/12	98.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106000 550540		2025/12	174.00
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106004 550540		2025/12	217.98
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106002 550540		2025/12	118.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106000 550540		2025/12	98.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106000 550540		2025/12	98.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106002 550540		2025/12	133.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1101200 550540		2025/12	108.99

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				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1105310 550540		2025/12	138.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106001 550540		2025/12	108.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106002 550540		2025/12	103.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	1106000 550540		2025/12	135.00
						Total For Check # 329502			5,651.13
06/05/2025	329503	182 CRAWFORD & ASSOCIATES, P.C.		33937	33937 MAY 15, 2025	1101501 530870		2025/12	43.75
						Total For Check # 329503			43.75
06/05/2025	329505	634 DELL MARKETING L.P.		10817384816	Scanner for Finance	1101501 560240		2025/12	1,033.06
						Total For Check # 329505			1,033.06
06/05/2025	329506	4603 DONALD M WRIGHT		300 05312025	300 05/31/2025	1101400 540280		2025/12	200.00
						Total For Check # 329506			200.00
06/05/2025	329514	1231 AT&T MOBILITY LLC		287344015076X05202 5	287344015076X05172025	1101700 550540		2025/12	200.44
						Total For Check # 329514			200.44
06/05/2025	329518	1484 FUN EXPRESS,INC.		73725156201	Summer Camp Supplies for Nienhuis	1106002 560330		2025/12	779.64
						Total For Check # 329518			779.64
06/05/2025	329521	4963 GLASS WORKS INC.		42629	BLANKET PO FOR GLASS REPAIR	1105300 540200		2025/12	289.00
						Total For Check # 329521			289.00
06/05/2025	329534	3016 INSIGHT PUBLIC SECTOR INC		1101276461	Cradelpoint NetCloud Essentials 1yr Subscription	1101200 540550		2025/12	384.44
				1101276461	Cradelpoint NetCloud Essentials 1yr Subscription	1106000 540550		2025/12	768.88
						Total For Check # 329534			1,153.32

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06/05/2025	329539	1560	JOHNNIE PARKS	PDR 05112025	2025 DC FLY IN REIMBURSEMENT	1101700 550030		2025/12	184.00
						Total For Check # 329539			184.00
06/05/2025	329542	124	KIMS INTERNATIONAL	0151194-IN	BLANKET PO FOR MISC. FITTINGS	1106000 560200		2025/12	155.81
						Total For Check # 329542			155.81
06/05/2025	329544	4452	L3HARRIS TECHNOLOGIES INC	93451935	L3Harris Training (2 Classes) - David Hickerson	1101200 530110		2025/12	3,500.00
						Total For Check # 329544			3,500.00
06/05/2025	329546	499	LESLIES POOL SUPPLIES INC	00727-01-070166	Blanket PO for Parks	1106002 560230		2025/12	181.97
				00727-01-070145	Blanket PO for Parks	1106000 560340		2025/12	132.78
				00727-02-087744	Blanket PO for Parks	1106000 560340		2025/12	90.99
				00727-02-087998	Blanket PO for Parks	1106000 560340		2025/12	50.98
				00727-02-088250	Blanket PO for Parks	1106002 560230		2025/12	207.32
						Total For Check # 329546			664.04
06/05/2025	329554	777	MTTA	0000000000085929	MICRO TRANSIT CONTRACT	1101700 540280		2025/12	29,876.02
				CREDT001227	CREDT001227 APRIL 7, 2025	1101700 540280		2025/12	-1,978.30
						Total For Check # 329554			27,897.72
06/05/2025	329555	25	NAPA AUTO PARTS	016112	400107	1105300 560200		2025/12	38.07
				016112	FS20194	1105300 560200		2025/12	101.27
				016112	600515	1105300 560200		2025/12	49.25
				016112	15W40BULK	1105300 560210		2025/12	157.96
				016125	4298184	1106000 560200		2025/12	128.40
				016125	4339006	1106000 560200		2025/12	274.92
				016131	7750S	1106000 560200		2025/12	13.22
				016131	3977	1106000 560200		2025/12	20.47
				016131	3978	1106000 560200		2025/12	21.82

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				016131	2330	1106000 560200		2025/12	32.63
				016131	2331	1106000 560200		2025/12	21.45
				016131	15W40BULK	1106000 560210		2025/12	57.44
				016135	K597597530	1106000 560200		2025/12	108.71
				016144	F013868	1101415 560190		2025/12	386.56
				016150	7151	1105300 560200		2025/12	14.72
				016150	300458	1105300 560200		2025/12	45.66
				016150	230266	1105300 560200		2025/12	10.70
				016150	200679	1105300 560200		2025/12	41.53
				016150	9008N	1105300 560200		2025/12	9.34
				016150	15W40BULK	1105300 560210		2025/12	46.28
				016156	5VX630	1106000 560200		2025/12	84.48
				016159	7234	1106000 560200		2025/12	307.68
				016159	7234	1106000 560200		2025/12	54.00
				016159	7234	1106000 560200		2025/12	-54.00
				016166	FS20194	1105300 560200		2025/12	101.27
				016166	600515	1105300 560200		2025/12	49.25
				016166	4318	1105300 560200		2025/12	15.07
				016166	400107	1105300 560200		2025/12	38.07
				016166	0343216010	1105300 560200		2025/12	199.06
				016166	15W40BULK	1105300 560210		2025/12	156.64
				016168	7488	1105300 560200		2025/12	13.94
				016168	3997	1105300 560200		2025/12	16.69
				016168	FF266	1105300 560200		2025/12	36.37
				016168	15W40BULK	1105300 560210		2025/12	39.16
				016172	388771	1106005 560200		2025/12	106.66
				016067	F013868	1106000 560190		2025/12	386.56
				016082	F013868	1101415 560190		2025/12	193.28

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	016083			F000184		1105300 560200		2025/12	171.58
	016210			4DA15		1105300 560200		2025/12	98.97
	016221			2985		1106005 560200		2025/12	14.58
	016221			1344		1106005 560200		2025/12	7.11
	016221			3390		1106005 560200		2025/12	6.89
	016221			6438		1106005 560200		2025/12	16.57
	016221			122492		1106005 560210		2025/12	40.88
	16223			1459		1106005 560200		2025/12	8.29
	16223			4794133		1106005 560200		2025/12	43.07
	16223			3608960		1106005 560200		2025/12	29.81
	16223			4178133		1106005 560200		2025/12	75.79
	16223			500014		1106005 560200		2025/12	62.58
	16223			3466688		1106005 560200		2025/12	44.21
	16223			122492		1106005 560210		2025/12	40.88
	16223			122494		1106005 560210		2025/12	10.74
	16227			2985		1106005 560200		2025/12	14.58
	16227			1344		1106005 560200		2025/12	7.11
	16227			3390		1106005 560200		2025/12	6.89
	16227			6438		1106005 560200		2025/12	16.57
	16227			122492		1106005 560210		2025/12	40.88
	016348			8490AAA		1101700 560200		2025/12	129.51
	016348			8490AAA		1101700 560200		2025/12	18.00
	016356			6693BR		1106000 560200		2025/12	83.41
	016375			7526		1106000 560200		2025/12	107.72
	016375			7526		1106000 560200		2025/12	18.00
	016378			3481862		1105300 560200		2025/12	58.10
	016378			1494		1105300 560200		2025/12	44.63
Total For Check # 329555									4,541.93

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06/05/2025	329556			016100	3972	1106000 560200		2025/12	7.11
				016100	1064	1106000 560200		2025/12	6.36
				016100	9978	1106000 560200		2025/12	22.18
				016100	9968	1106000 560200		2025/12	31.27
				016100	15W40BULK	1106000 560210		2025/12	14.36
				016101	25081005HD	1105300 560200		2025/12	44.71
				016102	7060	1105300 560200		2025/12	4.15
				016102	2488	1105300 560200		2025/12	13.50
				016102	5W30BULK	1105300 560210		2025/12	22.86
				016102	2413	1105300 560230		2025/12	5.56
				016117	982	1106000 560210		2025/12	30.88
				016119	502	1101415 560200		2025/12	43.34
				016123	B74	1106000 560200		2025/12	19.00
				016128	49005	1106005 560200		2025/12	8.24
				016128	104	1106005 560200		2025/12	20.65
				016133	7502	1101415 560200		2025/12	4.15
				016133	9883	1101415 560200		2025/12	12.45
				016133	5W20BULK	1101415 560210		2025/12	20.28
				016142	B74	1106000 560200		2025/12	19.00
				016170	A021004601	1106000 560200		2025/12	23.89
				016058	7060	1106000 560200		2025/12	4.15
				016058	2725	1106000 560200		2025/12	15.58
				016058	5W20BULK	1106000 560210		2025/12	23.66
				016058	2413	1106000 560230		2025/12	5.56
				016059	122377	1106000 560210		2025/12	7.14
				016059	945	1106000 560210		2025/12	8.86
				016068	7502	1105300 560200		2025/12	4.15
				016068	230266	1105300 560200		2025/12	10.70

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				016068	9883	1105300 560200		2025/12	12.45
				016068	5W20BULK	1105300 560210		2025/12	27.04
				016072	975	1106000 560210		2025/12	12.83
				016072	2413	1106000 560210		2025/12	5.56
				016076	7502	1101415 560200		2025/12	4.15
				016076	230266	1101415 560200		2025/12	10.70
				016076	9883	1101415 560200		2025/12	12.45
				016076	5W30BULK	1101415 560210		2025/12	30.48
				016077	1348	1101700 560200		2025/12	4.15
				016077	230019	1101700 560200		2025/12	8.44
				016077	6935	1101700 560200		2025/12	9.34
				016077	5W30BULK	1101800 560210		2025/12	22.86
				016087	HA55313	1106002 560230		2025/12	35.99
				016089	789DEF	1106000 560210		2025/12	11.11
				016182	9080XL	1105300 560230		2025/12	15.56
				016183	7151	1105310 560200		2025/12	14.72
				016183	15W40BULK	1105310 560210		2025/12	46.28
				016198	AR204	1106005 560200		2025/12	34.02
				016205	2985	1106005 560200		2025/12	14.58
				016205	3390	1106005 560200		2025/12	6.89
				016205	6438	1106005 560200		2025/12	16.57
				016205	1344	1106005 560200		2025/12	7.11
				016205	122494	1106005 560210		2025/12	26.85
				016206	2985	1106005 560200		2025/12	14.58
				016206	3390	1106005 560200		2025/12	6.89
				016206	6438	1106005 560200		2025/12	16.57
				016206	1344	1106005 560200		2025/12	7.11
				016206	122494	1106005 560210		2025/12	5.37

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				016206	122492	1106005 560210		2025/12	20.44
				016209	6438	1106005 560200		2025/12	16.57
				016209	1358	1106005 560200		2025/12	6.23
				016209	3972	1106005 560200		2025/12	7.11
				016209	75500	1106005 560210		2025/12	19.64
				016211	2276	1106005 560200		2025/12	14.70
				016211	1068	1106005 560200		2025/12	4.15
				016211	3507	1106005 560200		2025/12	7.73
				016211	122494	1106005 560210		2025/12	10.74
				016211	122492	1106005 560210		2025/12	20.44
				016212	1056	1106005 560200		2025/12	9.03
				016212	3032	1106005 560200		2025/12	3.11
				016212	2444	1106005 560200		2025/12	12.34
				016212	702282	1106005 560200		2025/12	4.09
				016212	122494	1106005 560210		2025/12	10.74
				016214	702282	1106005 560200		2025/12	4.09
				016214	1056	1106005 560200		2025/12	9.03
				016214	3032	1106005 560200		2025/12	3.11
				016214	5	1106005 560200		2025/12	3.08
				016214	75500	1106005 560210		2025/12	9.82
				16226	6438	1106005 560200		2025/12	16.57
				16226	1356	1106005 560200		2025/12	4.15
				16226	75530	1106005 560210		2025/12	9.82
				16228	2985	1106005 560200		2025/12	14.58
				16228	1344	1106005 560200		2025/12	7.11
				16228	3390	1106005 560200		2025/12	6.89
				16228	6438	1106005 560200		2025/12	16.57
				16228	122492	1106005 560210		2025/12	20.44

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				16228	122494	1106005 560210		2025/12	5.37
				16234	NPB22	1105300 560200		2025/12	15.60
				16235	911222	1101415 560200		2025/12	30.02
				16236	911216	1101415 560200		2025/12	23.68
				16260	2444	1106005 560200		2025/12	12.34
				16260	5	1106005 560200		2025/12	3.08
				16260	0120C	1106005 560200		2025/12	5.59
				016362	G076749	1101700 560200		2025/12	44.62
				016381	1964831C2	1105300 560200		2025/12	47.58
				016382	789DEF	1106000 560210		2025/12	11.11
						Total For Check # 329556			1,385.70
06/05/2025	329557			016103	A38	1106000 560200		2025/12	8.70
				016124	9025404	1106000 560200		2025/12	2.28
				016126	7151229	1106000 560200		2025/12	7.28
				016155	3066	1106000 560200		2025/12	3.71
				016160	7051216	1106000 560230		2025/12	1.42
				016167	NP18	1106000 560200		2025/12	7.82
				016171	3057	1106000 560200		2025/12	0.66
				016060	RTU1DEX	1106000 560210		2025/12	9.30
				016080	7051215	1106000 560200		2025/12	4.02
				016186	2413	1105300 560230		2025/12	5.56
				016196	785906	1105310 560200		2025/12	2.72
				016196	784393	1105310 560200		2025/12	1.92
				016213	MINUS20	1106000 560210		2025/12	2.72
				16245	345046	1106005 560210		2025/12	0.01
				16247	RTU1GAL	1105300 560210		2025/12	8.61
				16249	RTU1GAL	1106005 560210		2025/12	8.61
				16256	2413	1106005 560230		2025/12	5.56

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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				016363	95897	1106000 560200		2025/12	7.58
				016367	8822	1105300 560230		2025/12	7.49
				016383	AHDWMPHDC1	1106003 560230		2025/12	7.40
				016383	SW050	1106003 560230		2025/12	3.16
					Total For Check #	329557			106.53
06/05/2025	329561	98 OKLAHOMA NATURAL GAS CO		267746591 05272025	213955901 2677465 91 MAY 27 2025	1101700 530870		2025/12	30.00
				267746591 05272025	2900 S ELM PL 210109063 1103822 00	1101200 550240		2025/12	171.36
				267746591 05272025	1811 S MAIN ST 210119696 2637209 27	1106001 550240		2025/12	79.60
				267746591 05272025	8000 S ELM PL 211108742 1794456 91	1105300 550240		2025/12	106.86
				267746591 05272025	1700 W HOUSTON ST 211113643 1798830 73	1106005 550240		2025/12	65.42
				267746591 05272025	3201 N 9TH ST 211154799 1837411 91	1106002 550240		2025/12	348.54
					Total For Check #	329561			801.78
06/05/2025	329564	1638 PONDS RX OK, INC		64846	POND MAINTENANCE	1106003 540280		2025/12	1,387.00
					Total For Check #	329564			1,387.00
06/05/2025	329574	602 SANDERS NURSERY		1130477	BLANKET PO FOR NURSERY STOCK	1106005 560230		2025/12	59.00
					Total For Check #	329574			59.00
06/05/2025	329576	335 SERVICE OKLAHOMA		L0905878616	TAG AND TITLE SERVICES FOR MULTIPLE UNITS	1101415 560230		2025/12	51.00
				L0905878616	TAG AND TITLE SERVICES FOR MULTIPLE UNITS	1101700 560230		2025/12	51.00
				L0403411544	TAG AND TITLE SERVICES FOR UNITS	1106000 560230		2025/12	170.50
					Total For Check #	329576			272.50
06/05/2025	329577	5048 SHAMROCK TIRE & AUTO REPAIR INC		107 - 796410	BLANKET PO FOR ALIGNMENTS	1106000 540200		2025/12	99.95
					Total For Check #	329577			99.95
06/05/2025	329579	969 SHERWOOD CONSTRUCTION		276412	PRIMARY BLANKET FOR 8" SURGE	1105300 560270		2025/12	187.14

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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			CO INC		ROCK				
						Total For Check # 329579			187.14
06/05/2025	329581	2144	SITE ONE LANDSCAPE SUPPLY LLC	153865650-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560180		2025/12	122.29
				153844192-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560330		2025/12	221.10
				153790732-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560330		2025/12	213.25
				15384833-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 560700		2025/12	128.28
				153863725-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 560340		2025/12	179.52
						Total For Check # 329581			864.44
06/05/2025	329582	1131	SPRING CREEK NURSERY	219789	BLANKET PO FOR NURSERY STOCK	1106003 560700		2025/12	51.00
						Total For Check # 329582			51.00
06/05/2025	329586	5371	THOMAS R SANFORD	00001	Repair Lawn Mower Wheel	1106005 560200		2025/12	150.00
						Total For Check # 329586			150.00
06/05/2025	329589	236	TULSA ABSTRACT AND TITLE CO	520333	520333 RADIUS REPORT	1101410 530870		2025/12	200.00
						Total For Check # 329589			200.00
06/05/2025	329591	949	TULSA WINNELSON COMPANY	615451 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 560180		2025/12	152.14
						Total For Check # 329591			152.14
06/05/2025	329595	1496	TWIN CITIES READY MIX INC	303665	BLANKET PO FOR CONCRETE	1105300 560270		2025/12	1,450.00
				303665	BLANKET PO FOR CONCRETE	1105300 560270		2025/12	217.50
						Total For Check # 329595			1,667.50

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Fund 110

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329604	1169 VERIZON	6114083190	6114083190	1101200 550540		2025/12	40.01
Total For Check # 329604								40.01
06/05/2025	329605	5074 WAGNON CONSTRUCTION INC.	8000	REPAIR CONCRETE ON MAIN ENTRANCE LANDING-CITY HALL	1101700 540070		2025/12	1,600.00
			7999	FIX CEILING IN SMALL PAVILION AT FARMERS MARKET	1106000 540070		2025/12	800.00
Total For Check # 329605								2,400.00
06/05/2025	329610	1095 WINDSTREAM HOLDINGS II LLC	100738909 02052025CM	FY25 ANNUAL AGREEMENT	1106002 550220		2025/12	-345.84
			100738909 02052025CM	FY25 ANNUAL AGREEMENT	1106004 550220		2025/12	-156.70
			100738909 02052025CR	CORRECTION	1106002 550220		2025/12	156.70
			100738909 02052025CR	CORRECTION	1106004 550220		2025/12	345.84
			100642705 05282025	FY25 ANNUAL AGREEMENT	1101700 550220		2025/12	304.61
			100738909 05052025	FY25 ANNUAL AGREEMENT	1106002 550220		2025/12	156.76
			100738909 05052025	FY25 ANNUAL AGREEMENT	1106004 550220		2025/12	346.07
			100738909 04032025CR	CORRECTION	1106004 550220		2025/12	345.84
Total For Check # 329610								1,153.28
Total For Fund 110								156,928.26
Number of Invoices For Fund 110								345

**City of Broken Arrow
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Fund 227

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329472	149	AMERICAN ELECTRIC POWER/PSO	393-103-0-6 05212025	959-393-103-0-6 MAY 21 2025 123 N MAIN	2271700 550250		2025/12	71.13
						Total For Check # 329472			71.13
06/05/2025	329502	882	COX COMMUNICATIONS	076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	2271700 550540		2025/12	54.49
						Total For Check # 329502			54.49
						Total For Fund 227			125.62
						Number of Invoices For Fund 227			2

City of Broken Arrow
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Fund 330

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329467	1335 911	CUSTOM	58992	Vehicle Equipment for New PD Vehicles	3303001 570020	2530130	2025/12	2,802.45
				58992	Vehicle Equipment for New PD Vehicles	3303001 570020	2530170	2025/12	1,159.42
Total For Check # 329467									3,961.87
06/05/2025	329470	822	ADDCO ELECTRIC INC.	26530	ELECTRICAL WORK FOR NEW CONF ROOM (FIRE-PSC)	3303501 570150	2535040	2025/12	4,766.00
Total For Check # 329470									4,766.00
06/05/2025	329476	4935	AMAZON.COM SALES INC	1G1W-P4PQ-DRLR	New Brush items-amazon	3303501 570020	2535020	2025/12	1,428.94
				1Y91-D19T-473H	ITEM: ProsourceFit Soft Medicine Balls, Wall Ball	3303501 570170		2025/12	23.98
				1Y91-D19T-473H	ITEM: ProsourceFit Soft Medicine Balls, Wall Ball	3303501 570170	2535120	2025/12	59.39
				16YK-WJG3-DWTD	Communication Lab Equipment - Project 2512090	3301200 570170	2512090	2025/12	168.16
				1FQT-NK1R-7Y6F	ITEM: SAMSUNG 85-Inch Class Neo QLED 4K QN90D Ser	3303501 570150	2535040	2025/12	1,997.95
Total For Check # 329476									3,678.42
06/05/2025	329528	2840	HAPPY PLAYGROUNDS	3174	CITY COUNCIL APPROVED 04/01/25	3306000 570150	2460180	2025/12	73,448.00
Total For Check # 329528									73,448.00
06/05/2025	329581	2144	SITE ONE LANDSCAPE SUPPLY LLC	153519749-001	4400A000-SO 4400 Aerator Motor Only, 120V, 1HP,st	3306102 570170	BC25060	2025/12	4,368.67
Total For Check # 329581									4,368.67
06/05/2025	329606	2072	WALLACE DESIGN COLLECTIVE PC	262322	Wallace agreement for Rose Dist Parking Lot	3301700 570170	2417280	2025/12	2,850.00
Total For Check # 329606									2,850.00
Total For Fund 330									93,072.96
Number of Invoices For Fund 330									11

City of Broken Arrow
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Fund 342

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329472	149	AMERICAN ELECTRIC POWER/PSO	343-742-0-7 05192025	950-343-742-0-7 MAY 19, 2025 3590 W WASHINGTON ST	3425300 550250		2025/12	59.00
				502-247-0-5 05212025	953-502-247-0-5 MAY 21, 2025 2501 W FULTON ST	3425300 550250		2025/12	54.75
				662-793-0-3 05202025	955-662-793-0-3 MAY 20, 2025 3399 S ELM PL	3425300 550250		2025/12	134.28
				146-862-0-5 05202025	953-146-862-0-5 MAY 20, 2025 1897 S ELM AVE	3425300 550250		2025/12	65.27
				913-008-1-1 05202025	953-913-008-1-1 MAY 20 2025 324 N MAIN ST	3425300 550250		2025/12	145.21
Total For Check # 329472									458.51
Total For Fund 342									458.51
Number of Invoices For Fund 342									5

City of Broken Arrow
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Fund 343

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329482	4846 APAC-CENTRAL, INC.		7002257582	BLANKET PO FOR ASHPALT	3435300 570150	ST25150	2025/12	919.76
				7002257574	BLANKET PO FOR ASHPALT	3435300 570150	ST25150	2025/12	10,166.73
				7002257574	BLANKET PO FOR ASHPALT	3435300 570150	ST24060	2025/12	6,516.94
				7002257562	BLANKET PO FOR ASHPALT	3435300 570150	ST25150	2025/12	221.14
				7002257562	BLANKET PO FOR ASHPALT	3435300 570150	ST24060	2025/12	3,982.31
				7002257569	BLANKET PO FOR ASHPALT	3435300 570150	ST24060	2025/12	7,969.52
				7002253492	BLANKET PO FOR ASHPALT	3435300 570150	ST24050	2025/12	853.66
				7002253428	BLANKET PO FOR ASHPALT	3435300 570150	ST24050	2025/12	1,302.73
				7002253506	BLANKET PO FOR ASHPALT	3435300 570150	ST24060	2025/12	7,067.49
				7002253435	BLANKET PO FOR ASHPALT	3435300 570150	ST25150	2025/12	1,358.92
				7002253468	BLANKET PO FOR ASHPALT	3435300 570150	ST24050	2025/12	505.08
				7002257599	BLANKET PO FOR ASHPALT	3435300 570150	ST25150	2025/12	441.72
				7002230872	BLANKET PO FOR AGGREGATE	3435300 570150	ST24050	2025/12	4,322.59
				7002253487	BLANKET PO FOR ASHPALT	3435300 570150	ST24050	2025/12	762.31
Total For Check # 329482									46,390.90
06/05/2025	329511	1275 ERGON ASPHALT & EMULSIONS INC		9403407730	BLANKET PO - OIL (CRS2)	3435300 570150	ST24030	2025/12	2,143.38
Total For Check # 329511									2,143.38
06/05/2025	329595	1496 TWIN CITIES READY MIX INC		304269	BLANKET PO FOR CONCRETE	3435300 570150	ST24050	2025/12	874.50
				303332	BLANKET PO FOR CONCRETE	3435300 570150	ST24050	2025/12	636.00
				303858	BLANKET PO FOR CONCRETE	3435300 570150	ST24050	2025/12	795.00

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Fund 343

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				304521	BLANKET PO FOR CONCRETE	3435300 570150	ST24050	2025/12	795.00
Total For Check # 329595									3,100.50
06/05/2025	329603	819 VANCE BROTHERS LLC		IP00034939	BLANKET PO FOR ROAD OIL SSI	3435300 570150	ST25150	2025/12	174.25
Total For Check # 329603									174.25
Total For Fund 343									51,809.03
Number of Invoices For Fund 343									20

City of Broken Arrow
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Fund 344

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329426	856	AMERICAN FIDELITY ASSURANCE CO.	161766	Payroll Run 1 - Warrant 250523	344 218420		2025/11	200.28
				161766	Payroll Run 1 - Warrant 250523	344 218430		2025/11	180.50
					Total For Check # 329426				380.78
06/05/2025	329427	4904	AMERITAS LIFE INSURANCE CORP.	161772	Payroll Run 1 - Warrant 250523	344 218240		2025/11	3,597.44
					Total For Check # 329427				3,597.44
06/05/2025	329429	2284	CASSANDRA BUHLER	PDR 06162025	PER DIEM FBI LEED SLI-CLAREMORE JUN16-20, 2025	3443001 550030		2025/12	170.00
					Total For Check # 329429				170.00
06/05/2025	329430	593	CHRISTOPHER CHAMBERS	PDR 06182025	PER DIEM MC TRAINING COMP 2025 BRANSON JUN18-22	3443001 550030		2025/12	292.40
					Total For Check # 329430				292.40
06/05/2025	329431	4633	COLONIAL LIFE & ACCIDENT INSURANCE COMPANY	161771	Payroll Run 1 - Warrant 250523	344 218590		2025/11	1,417.96
					Total For Check # 329431				1,417.96
06/05/2025	329432	1319	COMMUNITY CARE EAP	161768	Payroll Run 1 - Warrant 250523	344 218560		2025/11	207.92
					Total For Check # 329432				207.92
06/05/2025	329439	1091	GREG FELL	PDR 06182025	PER DIEM MC TRAINING COMP 2025 BRANSON MO JUN18-22	3443001 550030		2025/12	292.40
					Total For Check # 329439				292.40
06/05/2025	329440	2525	JACOB DRAIN	PDR 06182025	PDR 06182025	3443001 550030		2025/12	292.40
					Total For Check # 329440				292.40
06/05/2025	329442	1555	JONATHAN SEAGRAVES	PDR 06182025	PER DIEM MC TRAINING COMP 2025 BRANSON MO JUN18-22	3443001 550030		2025/12	292.40
					Total For Check # 329442				292.40
06/05/2025	329443	2289	JORDAN SAWYER	TRR SP2025	TUITION REIMBURSEMENT	3443001 530110		2025/12	1,200.00

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Fund 344

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 329443			1,200.00
06/05/2025	329445	159	PRE-PAID LEGAL SERVICES, INC.	161765	Payroll Run 1 - Warrant 250523	344 218100		2025/11	942.88
						Total For Check # 329445			942.88
06/05/2025	329447	4905	METROPOLITAN LIFE INSURANCE COMPANY	161773	Payroll Run 1 - Warrant 250523	344 218340		2025/11	985.24
				161773	Payroll Run 1 - Warrant 250523	344 218480		2025/11	3,578.24
				161773	Payroll Run 1 - Warrant 250523	344 218590		2025/11	800.00
						Total For Check # 329447			5,363.48
06/05/2025	329465	1987	SURENCY LIFE & HEALTH INS. CO.	161770	Payroll Run 1 - Warrant 250523	344 218460		2025/11	273.00
						Total For Check # 329465			273.00
06/05/2025	329472	149	AMERICAN ELECTRIC POWER/PSO	086-363-1-7 05152025	951-086-363-1-7 MAY 15, 2025 1101 N 6TH ST	3443001 550250		2025/12	28.40
				757-559-0-9 05202025	951-757-559-0-9 MAY 20, 2025 2302 S 1ST PL	3443001 550250		2025/12	230.04
						Total For Check # 329472			258.44
06/05/2025	329476	4935	AMAZON.COM SALES INC	1TJ6-MGD9-9V96	Restock of White Out and Kleenex for Dispatch	3443006 560030		2025/12	224.77
				1TCH-MWPR-64XW	PD Office Supplies	3443001 560030		2025/12	71.98
				1LKK-9MFY-71VC	Office Supplies for PD	3443001 560230		2025/12	43.64
				14PD-JXRQ-9DP4	Shelter lobby promo item	3443009 560230		2025/12	39.99
						Total For Check # 329476			380.38
06/05/2025	329483	280	ASSOCIATED BAG COMPANY	G605367	Items Needed for Property Room	3443008 560230		2025/12	2,432.68
						Total For Check # 329483			2,432.68
06/05/2025	329485	885	ATWOOD DISTRIBUTING LP	3517	BLANKET PO SAFETY SHOES & MISC ITEMS	3443009 560180		2025/12	2.94
						Total For Check # 329485			2.94

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Fund 344

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329486	4763 B&M SUPPLIERS LLC		BLM-0764	Restock of Jail Nitrile Gloves	3443008 560110		2025/12	553.00
						Total For Check # 329486			553.00
06/05/2025	329496	996 CITY OF BROKEN ARROW		161497	Payroll Run 1 - Warrant 250509	344 218180		2025/11	716.65
				161497	Payroll Run 1 - Warrant 250509	344 218360		2025/11	5,498.11
				161767	Payroll Run 1 - Warrant 250523	344 218180		2025/11	716.65
				161767	Payroll Run 1 - Warrant 250523	344 218360		2025/11	5,498.11
						Total For Check # 329496			12,429.52
06/05/2025	329498	1391 CLEAN THE UNIFORM CO OKLAHOMA		52137336	Rugs for PSC and Training Center for FY25	3443001 540330		2025/12	15.30
						Total For Check # 329498			15.30
06/05/2025	329502	882 COX COMMUNICATIONS		076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3443001 550220		2025/12	593.02
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3443009 550220		2025/12	76.40
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3443001 550540		2025/12	287.81
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3443001 550540		2025/12	1,535.00
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3443001 550540		2025/12	178.38
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3443009 550540		2025/12	5.27
						Total For Check # 329502			2,675.88
06/05/2025	329507	5343 DUMMIES UNLIMITED, INC.		25-10199	Less Lethal impact targets	3443001 560320		2025/12	4,660.00
						Total For Check # 329507			4,660.00
06/05/2025	329512	4815 STUART WILSON		7150	Academy 25-01 Esstac Gear Order	3443001 560100		2025/12	985.67
						Total For Check # 329512			985.67
06/05/2025	329526	5067 OKLAHOMA SPORTING		2506294	Pistols, Optics, Lights, and Holsters for PD	3443001 560240		2025/12	48,288.07

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Fund 344

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		SUPPLIES INC						
					Total For Check # 329526			48,288.07
06/05/2025	329530	4320 HILL'S PET NUTRITION SALES INC	253372543	Food for the animals at the shelter	3443009 560230		2025/12	293.55
					Total For Check # 329530			293.55
06/05/2025	329534	3016 INSIGHT PUBLIC SECTOR INC	1101276461	Cradelpoint NetCloud Essentials 1yr Subscription	3443001 540550		2025/12	192.22
					Total For Check # 329534			192.22
06/05/2025	329543	3876 KRISTI WITTLICH	05312025	Professional Services Veterinary Consult	3443009 530870		2025/12	522.00
					Total For Check # 329543			522.00
06/05/2025	329544	4452 L3HARRIS TECHNOLOGIES INC	93453513	L3Harris Symphony Console Jack Box - 911 Dispatch	3443006 560500		2025/12	2,430.00
					Total For Check # 329544			2,430.00
06/05/2025	329549	2355 LOCKEDINRN	052725	Inmate Care - Nurse Contract	3443008 530870		2025/12	307.08
			05192025	Inmate Care - Nurse Contract	3443008 530870		2025/12	307.08
					Total For Check # 329549			614.16
06/05/2025	329551	3658 MALLORY SAFETY AND SUPPLY LLC	6169011	Shirts and Face Shields for SRT	3443001 560110		2025/12	724.05
					Total For Check # 329551			724.05
06/05/2025	329555	25 NAPA AUTO PARTS	016097	ETX14	3443001 560200		2025/12	106.59
			016104	F008921	3443001 560190		2025/12	712.08
			016122	F000188	3443001 560190		2025/12	857.12
			016141	ACT1498	3443001 560200		2025/12	62.08
			016141	ACT1629A	3443001 560200		2025/12	66.81
			016141	860	3443001 560200		2025/12	10.94

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Fund 344

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				016141	2413	3443001 560200		2025/12	5.56
				016153	8465AAA	3443001 560200		2025/12	129.51
				016153	8465AAA	3443001 560200		2025/12	18.00
				016153	8465AAA	3443001 560200		2025/12	-18.00
				016069	F012114	3443001 560190		2025/12	136.43
				016086	F011685	3443001 560190		2025/12	288.42
				016179	ETX14	3443001 560200		2025/12	106.59
				016189	F000702	3443001 560190		2025/12	148.60
				016191	1N9784	3443001 560200		2025/12	361.61
				016192	68232606AB	3443001 560200		2025/12	432.56
				16244	4211	3443001 560200		2025/12	13.95
				16244	100255	3443001 560200		2025/12	4.15
				16244	200942	3443001 560200		2025/12	15.42
				16244	20811	3443001 560210		2025/12	23.61
				16244	115	3443001 560210		2025/12	14.44
				16244	0W20BULK	3443001 560210		2025/12	28.64
				16246	7060	3443001 560200		2025/12	4.15
				16246	4048	3443001 560200		2025/12	8.70
				16246	9746	3443001 560200		2025/12	17.65
				16246	20811	3443001 560210		2025/12	23.61
				16246	115	3443001 560210		2025/12	14.44
				16246	5W20BULK	3443001 560210		2025/12	23.66
				016359	68252522AA	3443001 560200		2025/12	300.34
				016360	19121537	3443001 560200		2025/12	201.38
				016366	DB5Z17682DL	3443001 560200		2025/12	331.68
				016369	8434AAA	3443001 560200		2025/12	129.51
				016369	8434AAA	3443001 560200		2025/12	18.00
				016369	8434AAA	3443001 560200		2025/12	-18.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				016373	57010621AF	3443001 560200		2025/12	196.44
				016385	603380	3443001 560200		2025/12	71.86
				016385	1DEX	3443001 560210		2025/12	12.44
				016385	2413	3443001 560230		2025/12	2.78
						Total For Check # 329555			4,863.75
06/05/2025	329556			016105	100255	3443001 560200		2025/12	4.15
				016105	20811	3443001 560210		2025/12	23.61
				016105	115	3443001 560210		2025/12	14.44
				016105	0W20BULK	3443001 560210		2025/12	28.64
				016106	100255	3443001 560200		2025/12	4.15
				016106	20811	3443001 560210		2025/12	23.61
				016106	115	3443001 560210		2025/12	14.44
				016106	0W20BULK	3443001 560210		2025/12	28.64
				016107	100255	3443001 560200		2025/12	4.15
				016107	20811	3443001 560210		2025/12	23.61
				016107	115	3443001 560210		2025/12	14.44
				016107	0W20BULK	3443001 560210		2025/12	28.64
				016109	2413	3443001 560230		2025/12	2.78
				016109	9080XXL	3443001 560230		2025/12	15.56
				016143	7060	3443001 560200		2025/12	4.15
				016143	20811	3443001 560210		2025/12	23.61
				016143	115	3443001 560210		2025/12	14.44
				016143	5W20BULK	3443001 560210		2025/12	23.66
				016147	860	3443001 560200		2025/12	10.94
				016147	FT9350	3443001 560200		2025/12	23.61
				016147	FT9610	3443001 560200		2025/12	34.91
				016147	2413	3443001 560230		2025/12	5.56
				016154	25060448	3443001 560200		2025/12	15.74

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				016063	1002	3443001 560200		2025/12	37.58
				016064	7502	3443001 560200		2025/12	4.15
				016064	20811	3443001 560210		2025/12	23.61
				016064	115	3443001 560210		2025/12	14.44
				016064	5W20BULK	3443001 560210		2025/12	23.66
				016065	7502	3443001 560200		2025/12	4.15
				016065	20811	3443001 560210		2025/12	23.61
				016065	115	3443001 560210		2025/12	14.44
				016065	5W20BULK	3443001 560210		2025/12	20.28
				016066	7502	3443001 560200		2025/12	4.15
				016066	20811	3443001 560210		2025/12	23.61
				016066	115	3443001 560210		2025/12	14.44
				016066	5W20BULK	3443001 560210		2025/12	20.28
				016081	7060	3443001 560200		2025/12	4.15
				016081	4017	3443001 560200		2025/12	7.85
				016081	9756	3443001 560200		2025/12	14.53
				016081	20811	3443001 560210		2025/12	23.61
				016081	115	3443001 560210		2025/12	14.44
				016093	6020PP	3443001 560200		2025/12	9.98
				016093	6026PP	3443001 560200		2025/12	11.73
				016096	5W20BULK	3443001 560210		2025/12	23.66
				16253	1DEX	3443001 560210		2025/12	24.88
				16257	7060	3443001 560200		2025/12	4.15
				16257	4017	3443001 560200		2025/12	7.85
				16257	20811	3443001 560210		2025/12	23.61
				16257	115	3443001 560210		2025/12	14.44
				16257	5W20BULK	3443001 560210		2025/12	23.66
				016361	6552737	3443001 560200		2025/12	69.66

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				016365	6552679	3443001 560200		2025/12	81.37
				016384	24125	3443001 560230		2025/12	17.73
						Total For Check # 329556			993.18
06/05/2025	329557			016084	2413	3443001 560230		2025/12	5.56
				016368	7701755	3443001 560230		2025/12	1.99
				016372	ECR2032BP	3443001 560200		2025/12	4.83
						Total For Check # 329557			12.38
06/05/2025	329558	973 NATIONAL WASTE & DISPOSAL INC.		0000240997	Trash and Recycle Service at PSC for FY2025	3443001 540070		2025/12	286.20
				000024935	Trash and Recycle Service at PSC for FY2025	3443001 540070		2025/12	286.20
				0000244896	Trash and Recycle Service at PSC for FY2025	3443001 540070		2025/12	286.20
						Total For Check # 329558			858.60
06/05/2025	329561	98 OKLAHOMA NATURAL GAS CO		267746591 05272025	2302 S 1ST PL 210104103 1113565 36	3443001 550240		2025/12	199.78
				267746591 05272025	2304 S 1ST PL 210155304 1146699 73	3443001 550240		2025/12	259.79
						Total For Check # 329561			459.57
06/05/2025	329568	87 RALSTONS MUFFLER		9316	BLANKET ORDER- MISC ITEMS FOR FLEET	3443001 540200		2025/12	257.60
						Total For Check # 329568			257.60
06/05/2025	329573	4271 SAFEWARE INC		30290202	SOT Gas Mask Filters	3443001 560110		2025/12	1,652.58
						Total For Check # 329573			1,652.58
06/05/2025	329576	335 SERVICE OKLAHOMA		L0905878616	TAG AND TITLE SERVICES FOR MULTIPLE UNITS	3443001 560230		2025/12	97.60
						Total For Check # 329576			97.60
06/05/2025	329583	4045 STEPHANIE BRADLEY		232	Professional Services by Dr. Bradley DVM	3443009 530870		2025/12	895.00
						Total For Check # 329583			895.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329585	1759	SYMBOLARTS LLC	0530886	Training Unit recruitment coin restock	3443001 560230		2025/12	1,297.50
				0528299	Challenge Coins for Chief Arnold	3443001 550280		2025/12	1,672.50
Total For Check # 329585									2,970.00
06/05/2025	329591	949	TULSA WINNELSON COMPANY	615012 01	BLANKET PO MISC. PLUMBING SUPPLIES	3443001 560180		2025/12	117.64
				614981 01	BLANKET PO MISC. PLUMBING SUPPLIES	3443001 560180		2025/12	60.52
Total For Check # 329591									178.16
06/05/2025	329594	333	TURNER ROOFING & SHEET METAL INC	INV016869	FIX ROOF LEAK OVER COPIER ROOM PHASE 1 -TRAINING	3443001 540070		2025/12	3,589.00
Total For Check # 329594									3,589.00
06/05/2025	329599	3133	UNMANNED VEHICLE TECHNOLOGIES, LLC	INV/2025/000452	Repair to PD Drone	3443001 560230		2025/12	244.00
Total For Check # 329599									244.00
06/05/2025	329604	1169	VERIZON	6114083190	6114083190	3443001 550540		2025/12	40.01
				6114083190	6114083190	3443001 550540		2025/12	40.01
				6114083190	6114083190	3443001 550540		2025/12	45.02
Total For Check # 329604									125.04
06/05/2025	329605	5074	WAGNON CONSTRUCTION INC.	7998	7998	3443001 540070		2025/12	800.00
Total For Check # 329605									800.00
06/05/2025	329610	1095	WINDSTREAM HOLDINGS II LLC	100738909 04032025CM	CORRECTION	3443001 550220		2025/12	-345.84
Total For Check # 329610									-345.84
Total For Fund 344									109,831.54
Number of Invoices For Fund 344									160

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329426	856	AMERICAN FIDELITY ASSURANCE CO.	161766	Payroll Run 1 - Warrant 250523	345 218420		2025/11	43.76
				161766	Payroll Run 1 - Warrant 250523	345 218430		2025/11	110.00
						Total For Check # 329426			153.76
06/05/2025	329427	4904	AMERITAS LIFE INSURANCE CORP.	161772	Payroll Run 1 - Warrant 250523	345 218240		2025/11	12.32
						Total For Check # 329427			12.32
06/05/2025	329431	4633	COLONIAL LIFE & ACCIDENT INSURANCE COMPANY	161771	Payroll Run 1 - Warrant 250523	345 218590		2025/11	619.08
						Total For Check # 329431			619.08
06/05/2025	329432	1319	COMMUNITY CARE EAP	161768	Payroll Run 1 - Warrant 250523	345 218560		2025/11	173.88
						Total For Check # 329432			173.88
06/05/2025	329441	645	JOHN COCKRELL	TRR SP2025	TUITION REIMBURSEMENT	3453501 530110		2025/12	1,191.19
						Total For Check # 329441			1,191.19
06/05/2025	329445	159	PRE-PAID LEGAL SERVICES, INC.	161765	Payroll Run 1 - Warrant 250523	345 218100		2025/11	222.36
						Total For Check # 329445			222.36
06/05/2025	329447	4905	METROPOLITAN LIFE INSURANCE COMPANY	161773	Payroll Run 1 - Warrant 250523	345 218340		2025/11	72.86
				161773	Payroll Run 1 - Warrant 250523	345 218480		2025/11	89.30
				161773	Payroll Run 1 - Warrant 250523	345 218590		2025/11	203.02
						Total For Check # 329447			365.18
06/05/2025	329465	1987	SURENCY LIFE & HEALTH INS. CO.	161770	Payroll Run 1 - Warrant 250523	345 218460		2025/11	100.75
						Total For Check # 329465			100.75
06/05/2025	329472	149	AMERICAN ELECTRIC POWER/PSO	027-427-0-6 05202025	952-027-427-0-6 MAY 20, 2025 201 E WASHINGTON	3453501 550250		2025/12	1,021.21
						Total For Check # 329472			1,021.21

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329476	4935	AMAZON.COM SALES INC	1HPW-YYY6-4MD1	ITEM: DEWALT 20V MAX Cordless LED Work Light and	3453504 560240		2025/12	606.55
Total For Check # 329476									606.55
06/05/2025	329477	5180	AMERICAN MEDICAL GAS RESOURCES	3237	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 560230		2025/12	173.00
Total For Check # 329477									173.00
06/05/2025	329492	29	CASCO INDUSTRIES INC	273116	GX2 CO calibration gas for ST 7	3453501 560230		2025/12	355.00
				266408	REPAIR FO CO TEST/CALIBRATRION MACHINE	3453501 540290		2025/12	250.00
Total For Check # 329492									605.00
06/05/2025	329496	996	CITY OF BROKEN ARROW	161497	Payroll Run 1 - Warrant 250509	345 218180		2025/11	395.83
				161497	Payroll Run 1 - Warrant 250509	345 218360		2025/11	3,164.53
				161767	Payroll Run 1 - Warrant 250523	345 218180		2025/11	395.83
				161767	Payroll Run 1 - Warrant 250523	345 218360		2025/11	3,164.53
Total For Check # 329496									7,120.72
06/05/2025	329498	1391	CLEAN THE UNIFORM CO OKLAHOMA	52135763	52135763 05/21/2025	3453501 540330		2025/12	72.78
				52135763	52135763 05/21/2025	3453501 560300		2025/12	15.00
				52135125	52135125 05/16/2025	3453501 540330		2025/12	31.22
				52135125	52135125 05/16/2025	3453501 560300		2025/12	13.07
				52134646	52134646 05/14/2025	3453501 540330		2025/12	24.85
				52134646	52134646 05/14/2025	3453501 560300		2025/12	74.50
				52135764	52135764 05/21/2025	3453501 540330		2025/12	42.01
				52135764	52135764 05/21/2025	3453501 560300		2025/12	17.50
				52134645	52134645 05/14/2025	3453501 540330		2025/12	2.94
				52136233	CLEAING SUPPLIES FOR MULTIPLE STATIONS	3453501 540330		2025/12	38.72
				52136233	CLEAING SUPPLIES FOR MULTIPLE	3453501 560300		2025/12	180.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					STATIONS				
				52136232	CLEAING SUPPLIES FOR MULTIPLE STATIONS	3453501 540330		2025/12	38.38
				52136232	CLEAING SUPPLIES FOR MULTIPLE STATIONS	3453501 540330		2025/12	99.50
				52136228	CLEAING SUPPLIES FOR MULTIPLE STATIONS	3453501 540330		2025/12	27.35
				52136228	CLEAING SUPPLIES FOR MULTIPLE STATIONS	3453501 560300		2025/12	180.00
					Total For Check #	329498			857.82
06/05/2025	329502	882 COX COMMUNICATIONS		076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3453501 550540		2025/12	98.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3453501 550540		2025/12	108.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3453501 550540		2025/12	98.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3453501 550540		2025/12	98.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3453501 550540		2025/12	103.99
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3453501 550540		2025/12	148.95
				076689001 05242025	001 6311 076689001 MAY 24 2025 MASTER ACCT	3453501 550540		2025/12	108.99
					Total For Check #	329502			767.89
06/05/2025	329515	1912 FIRST RESPONDER SUPPORT SERV PLLC		1516	1516 05/15/2025	3453501 530870		2025/12	5,820.00
					Total For Check #	329515			5,820.00
06/05/2025	329537	3537 J & J BOWERS LAWN CARE		252605	MOWING OF TRAINING CENTER	3453503 540280		2025/12	450.00
					Total For Check #	329537			450.00
06/05/2025	329547	1088 LIFE ASSIST INC		1604783	BLANKET PO FOR EMS SUPPLIES	3453501 560230		2025/12	488.92
					Total For Check #	329547			488.92

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06/05/2025	329550	136	MAGIC REFRIGERATION	0058484-IN	0058484-IN	3453501 540070		2025/12	232.60
						Total For Check # 329550			232.60
06/05/2025	329555	25	NAPA AUTO PARTS	016132	7151	3453502 560200		2025/12	14.72
				016132	300458	3453502 560200		2025/12	45.66
				016132	230266	3453502 560200		2025/12	10.70
				016132	200679	3453502 560200		2025/12	41.53
				016132	15W40BULK	3453502 560210		2025/12	46.67
				016173	6382091RX	3453501 560200		2025/12	1,553.07
				016173	6382091RX	3453501 560200		2025/12	266.00
				16252	7151	3453502 560200		2025/12	14.72
				16252	230266	3453502 560200		2025/12	10.70
				16252	200905	3453502 560200		2025/12	19.93
				16252	15W40BULK	3453502 560210		2025/12	53.40
						Total For Check # 329555			2,077.10
06/05/2025	329556			016121	KN20021	3453501 560200		2025/12	38.94
				016136	1372	3453504 560200		2025/12	4.15
				016136	3243	3453504 560200		2025/12	8.31
				016136	9883	3453504 560200		2025/12	12.45
				016136	5W20BULK	3453504 560210		2025/12	37.18
				016152	7031896	3453501 560200		2025/12	15.40
						Total For Check # 329556			116.43
06/05/2025	329557			016139	9008	3453502 560200		2025/12	10.24
				16240	2413	3453501 560230		2025/12	5.56
						Total For Check # 329557			15.80
06/05/2025	329559	933	NORTHERN SAFETY COMPANY	906055244	Vest, fire wipes, boot replacement	3453501 560230		2025/12	371.40

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 329559			371.40
06/05/2025	329560	4349	OKIE PACKAGING & INDUSTRIAL SUPPLIES	318181BO	BLANKET ORDER FOR BLANKET PO FOR FIRE JANITORIAL	3453502 560230		2025/12	166.22
				318762	BLANKET ORDER FOR BLANKET PO FOR FIRE JANITORIAL	3453501 560230		2025/12	327.08
						Total For Check # 329560			493.30
06/05/2025	329561	98	OKLAHOMA NATURAL GAS CO	267746591 05272025	201 E WASHINGTON ST 210119696 1100806 00	3453501 550240		2025/12	272.48
				267746591 05272025	6201 E KENOSHA ST 211116662 1801568 73	3453501 550240		2025/12	224.53
				267746591 05272025	3151 N 9TH FIRE 6 211154799 2501935 82	3453501 550240		2025/12	266.04
				267746591 05272025	2300 W NORFOLK DR 213020790 2543899 00	3453501 550240		2025/12	282.74
						Total For Check # 329561			1,045.79
06/05/2025	329591	949	TULSA WINNELSON COMPANY	614744 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 560180		2025/12	33.32
				616459 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 560180		2025/12	106.64
						Total For Check # 329591			139.96
06/05/2025	329610	1095	WINDSTREAM HOLDINGS II LLC	101222666 05212025	FY25 ANNUAL AGREEMENT	3453501 550220		2025/12	59.29
				101197624 05302025	101197624 MAY 30, 2025 918-249-9750	3453501 550220		2025/12	72.46
				101197628 05302025	101197628 MAY 30, 2025 918-355-8241	3453501 550220		2025/12	67.15
				101198944 05212025	FY25 ANNUAL AGREEMENT	3453501 550220		2025/12	70.71
				101198949 04222025	FY25 ANNUAL AGREEMENT	3453501 550220		2025/12	70.29
						Total For Check # 329610			339.90
						Total For Fund 345			25,581.91
						Number of Invoices For Fund 345			79

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329520	1256	GEODECA LLC	2505033	ELAM PARK PROPERT STAKING	5926000 570150	196031	2025/12	449.00
						Total For Check # 329520			449.00
06/05/2025	329536	5207	IRA M. GREEN CONSTRUCTION CO.	PA 1 196024	Highland Park Rugby Field - Prj 196024	5926000 570150	196024	2025/12	95,537.09
						Total For Check # 329536			95,537.09
06/05/2025	329575	1263	SELSER SCHAEFER ARCHITECTS	2504536	Public Safety Complex II 191711	5921700 570160	191711	2025/12	1,000.00
						Total For Check # 329575			1,000.00
						Total For Fund 592			96,986.09
						Number of Invoices For Fund 592			3

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Check Register by Fund



Fund 593

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329520	1256	GEODECA LLC	2304020B	Innovation District 2352100	5935300 570150	ST22290	2025/12	11,900.00
						Total For Check # 329520			11,900.00
06/05/2025	329536	5207	IRA M. GREEN CONSTRUCTION CO.	PA 1 196024	Highland Park Rugby Field - Prj 196024	5936000 570150	196024	2025/12	362,621.60
						Total For Check # 329536			362,621.60
06/05/2025	329541	2004	KIMLEY-HORN & ASSOCIATES INC.	064598219-0425	ST35310 Carriage Crossing Rehab	5935300 570160	ST25310	2025/12	28,331.00
						Total For Check # 329541			28,331.00
06/05/2025	329552	5334	METAL MEMORIALS INC	1031	Metal memorials	5936000 570150	196031	2025/12	3,144.28
						Total For Check # 329552			3,144.28
06/05/2025	329553	5145	MOW-TOWN OUTDOORS, LLC	24250	Rake whole area and remove all debris as in: stick	5935305 570150	SW22030	2025/12	25,000.00
						Total For Check # 329553			25,000.00
06/05/2025	329562	509	OKLAHOMA NATURAL GAS COMPANY	66695	Gas Facilities Relocation 81st-Garnett to Olive	5935300 570090	ST2028	2025/12	212,485.36
						Total For Check # 329562			212,485.36
06/05/2025	329575	1263	SELSE SCHAEFER ARCHITECTS	2504537	Operations Center Admin Building 2317210	5931700 570160	2317210	2025/12	35,200.00
						Total For Check # 329575			35,200.00
06/05/2025	329596	2487	TYLER TECHNOLOGIES INC	045-516767	107303	5931700 570170	191721	2025/12	1,480.00
						Total For Check # 329596			1,480.00
06/05/2025	329598	591	UNION PACIFIC RAILROAD	90146111	WO69545/90146111	5935300 570160	ST23230	2025/12	2,910.84
						Total For Check # 329598			2,910.84

Total For Fund 593

683,073.08

Number of Invoices For Fund 593

9

**City of Broken Arrow
Check Register by Fund**



Fund 660

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329611	2518	WORKER'S COMPENSATION ACCOUNT	MAY 22, 2025	MAY 22, 2025 PAYMENT SUMMARY	6601700 530870		2025/12	6.00
				MAY 22, 2025	MAY 22, 2025 PAYMENT SUMMARY	6601700 530880		2025/12	11,911.47
				MAY 22, 2025	MAY 22, 2025 PAYMENT SUMMARY	6601700 530880		2025/12	-838.04
				MAY 22, 2025	MAY 22, 2025 PAYMENT SUMMARY	6601700 550900		2025/12	1,117.18
Total For Check # 329611									12,196.61
Total For Fund 660									12,196.61
Number of Invoices For Fund 660									4

City of Broken Arrow
Check Register by Fund



Fund 661

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/05/2025	329427	4904	AMERITAS LIFE INSURANCE CORP.	161772	Payroll Run 1 - Warrant 250523	6611700 530890		2025/11	41.60
				161772	Payroll Run 1 - Warrant 250523	6611700 530890		2025/11	16.36
Total For Check # 329427									57.96
06/05/2025	329445	159	PRE-PAID LEGAL SERVICES, INC.	161765	Payroll Run 1 - Warrant 250523	6611700 530890		2025/11	49.80
Total For Check # 329445									49.80
06/05/2025	329447	4905	METROPOLITAN LIFE INSURANCE COMPANY	161773	Payroll Run 1 - Warrant 250523	6611700 530890		2025/11	8,547.37
				161773	Payroll Run 1 - Warrant 250523	6611700 530890		2025/11	35.05
Total For Check # 329447									8,582.42
06/05/2025	329563	4223	PERSONIFY HEALTH SOLUTIONS, LLC	MAY 2025	ADMIN FEES MAY 2025	6611700 530870		2025/12	117,647.36
Total For Check # 329563									117,647.36
Total For Fund 661									126,337.54
Number of Invoices For Fund 661									6

City of Broken Arrow
Check Register by Fund



Fund 882

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/04/2025	329409	999900	OTP - AR REFUNDS	65132	XESCROW CONTRACTOR REFUND	882 290301		2023/7	173.00
									Total For Check # 329409
									173.00
06/04/2025	329410			REC-016817-2024	00001455	882 290301		2024/9	540.00
									Total For Check # 329410
									540.00
06/04/2025	329411			66935	REFUND	882 290301		2024/3	14.24
									Total For Check # 329411
									14.24
06/04/2025	329412			65780	REFUND	882 290301		2024/1	250.00
									Total For Check # 329412
									250.00
06/04/2025	329413			876952	C.C.	882 290304		2021/7	15.00
									Total For Check # 329413
									15.00
06/04/2025	329414			65866	REFUND	882 290301		2024/2	106.00
									Total For Check # 329414
									106.00
06/04/2025	329415			66027	REFUND	882 290301		2024/1	225.00
									Total For Check # 329415
									225.00
06/04/2025	329416			66223	REFUND	882 290301		2024/2	250.00
									Total For Check # 329416
									250.00
06/04/2025	329417			66240	REFUND	882 290301		2024/2	112.50
									Total For Check # 329417
									112.50
06/04/2025	329418			66355	REFUND	882 290301		2024/2	206.50
									Total For Check # 329418
									206.50
06/04/2025	329419			66405	REFUND	882 290301		2024/2	250.00
									Total For Check # 329419
									250.00
06/05/2025	329448	999907	OTP - COURT REFUNDS	0000661		882 201020		2025/12	780.00

**City of Broken Arrow
Check Register by Fund**



Fund 882

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 329448			780.00
06/05/2025	329449			0000659		882 201020		2025/12	170.00
						Total For Check # 329449			170.00
06/05/2025	329450			0000660		882 201020		2025/12	170.00
						Total For Check # 329450			170.00
						Total For Fund 882			3,262.24
						Number of Invoices For Fund 882			14



City of Broken Arrow

Request for Action

File #: 25-92, **Version:** 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

Recognition of Sports Broadcaster Tyler Jones

Background:

In recognition of Sports Broadcaster Tyler Jones exceptional achievements and unwavering dedication as a sports broadcaster and storyteller. From his humble beginnings in Broken Arrow, Oklahoma, to becoming a national voice for major NFL franchises and a champion for Native American athletes, his journey embodies passion, perseverance, and purpose.

His career took off during college as he hosted a full-time morning show and became involved with the Native American Basketball Invitational (NABI) calling play-by-plays. Now he is hosting and analyzing for Chat Sports, covering two NFL powerhouses, the Seattle Seahawks and Kansas City Chiefs. Through his work with Chat Sports, NDNsports.com, and numerous major sporting events, he has not only informed but inspired. His advocacy for Native American representation in media, and your commitment to telling stories that matter, make him not just a broadcaster-but a beacon of impact and integrity.

With over a decade of sports coverage under his belt, he has reported on everything from NFL playoffs to other major sporting events like the Daytona 500, PGA Championship, and several Final Fours, working with major networks like ESPN and Peacock.

Tyler also volunteers his free time to tell the stories of Native American athletes, which is a cause close to his heart. The representation of Native Americans in the media is something Tyler is deeply passionate about. Tyler believes the increase in Native representation in media is not only inspiring but also critical in making sure Native stories are heard.

While Tyler Jones is known for his sports broadcasting, he hopes to leave a legacy that goes beyond his career. Tyler wants to be remembered not just as “a guy with a microphone” but as someone who made a positive impact on his community and used his platform to tell important stories.

On behalf of the City Council of Broken Arrow, we proudly honor you as a **Hometown Hero**, and thank you for using your platform to uplift others and represent our community with excellence.

“You’re not just a guy with a microphone-you are a difference-maker.”

Cost: \$0

File #: 25-92, Version: 1

Funding Source: None

Requested By: Councilor Ford

Approved By: City Manager's Office

Attachments: CERTIFICATE OF RECOGNITION

Recommendation:
No recommendation.



BROKEN ARROW

Where opportunity lives

CERTIFICATE OF RECOGNITION

IN HONOR OF

TYLER JONES

Sports broadcaster and NFL host whose broadcasting journey began in Broken Arrow, Oklahoma and who has made a positive impact on his community.

On behalf of the City Council of Broken Arrow, we proudly honor you as a **Hometown Hero** and thank you for using your platform to uplift others and represent our community with excellence.

“You’re not just a guy with a microphone—you are a difference-maker.”



Debra Wimpee

Mayor Debra Wimpee

Johnnie Parks

Vice Mayor Johnnie Parks

Lisa Ford

Councilor Lisa Ford

Justin D. Green

Councilor Justin Green

David Pickel

Councilor David Pickel



February 18, 2025

Date



Debra Wimpee

Mayor Debra Wimpee

Lisa Ford

Councilor Lisa Ford

Johnnie Parks

Vice Mayor Johnnie Parks

Justin D. Green

Councilor Justin Green

David Pickel

Councilor David Pickel



February 18, 2025

Date



City of Broken Arrow

Request for Action

File #: 25-818, Version: 1

**Broken Arrow City Council
Meeting of: 06/16/2025**

Title:

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

Background:

Samantha Shepherd of the OSU College of Engineering, Architecture and Technology would like to present LTAP Road Scholar Completion Certificates to Herbert Trae Moore, Phillip Olvera, Andrew Clegg, Darryl Hale, Steven Head, Jerry Waymire, and Robert Hanna from the City's Streets Division during the June 16th 2025, City Council meeting.

The LTAP through OSU College of Engineering, Architecture & Technology offers a Road Scholars course the Local Technical Assistance Program. This program is an educational certification series offered to county, municipal, and tribal government elected officials and their employees. It presents courses related to the technical aspects of planning, maintaining, and constructing roads and bridges at the local and tribal government level. The series consists of eight courses that total 112 hours of instruction and laboratory experience.

Herbert Trae Moore, Phillip Olvera, Andrew Clegg, Darryl Hale, Steven Head, Jerry Waymire, and Robert Hanna have all successfully completed this 112 hour program, and therefore, Samantha Shepherd would like to present them with their certificates at the City Council meeting and have their accomplishments recognized publicly.

Cost: \$0

Funding Source: None

Requested By: Timothy Wilson, Director of Streets and Stormwater

Approved By: City Manager Office

Attachments:

Recommendation:

No action.



City of Broken Arrow

Request for Action

File #: 25-887, Version: 1

**Broken Arrow City Council
Meeting of: June 16, 2025**

Title:

Presentation and Discussion of the Safe Hotels Initiative Update

Background:

Officer Mike Peale will present an update of the Safe Hotels Initiative which began in 2023.

Cost: \$0

Funding Source: None

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

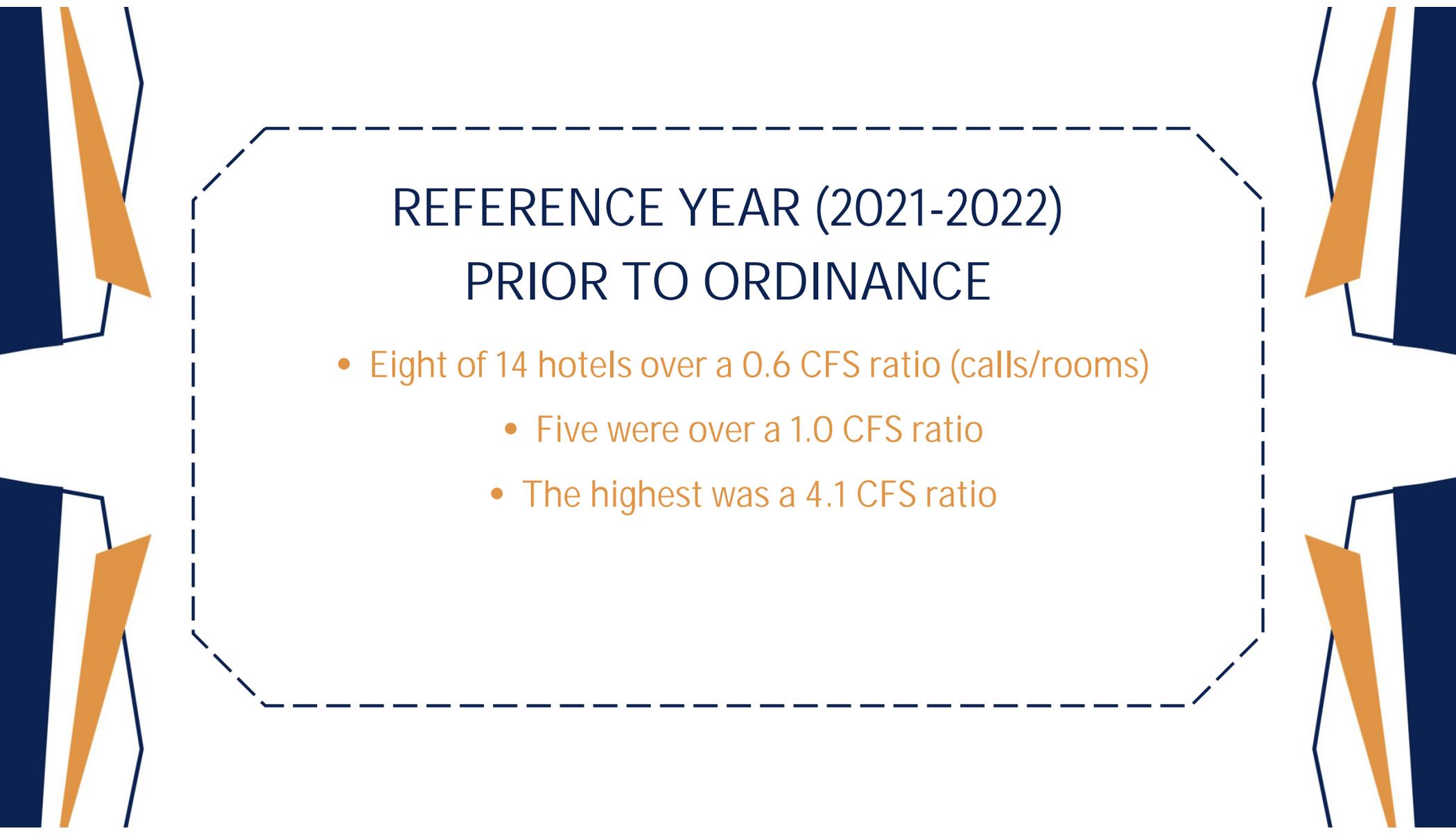
Attachments: PowerPoint Presentation

Recommendation:

None- Informational presentation.

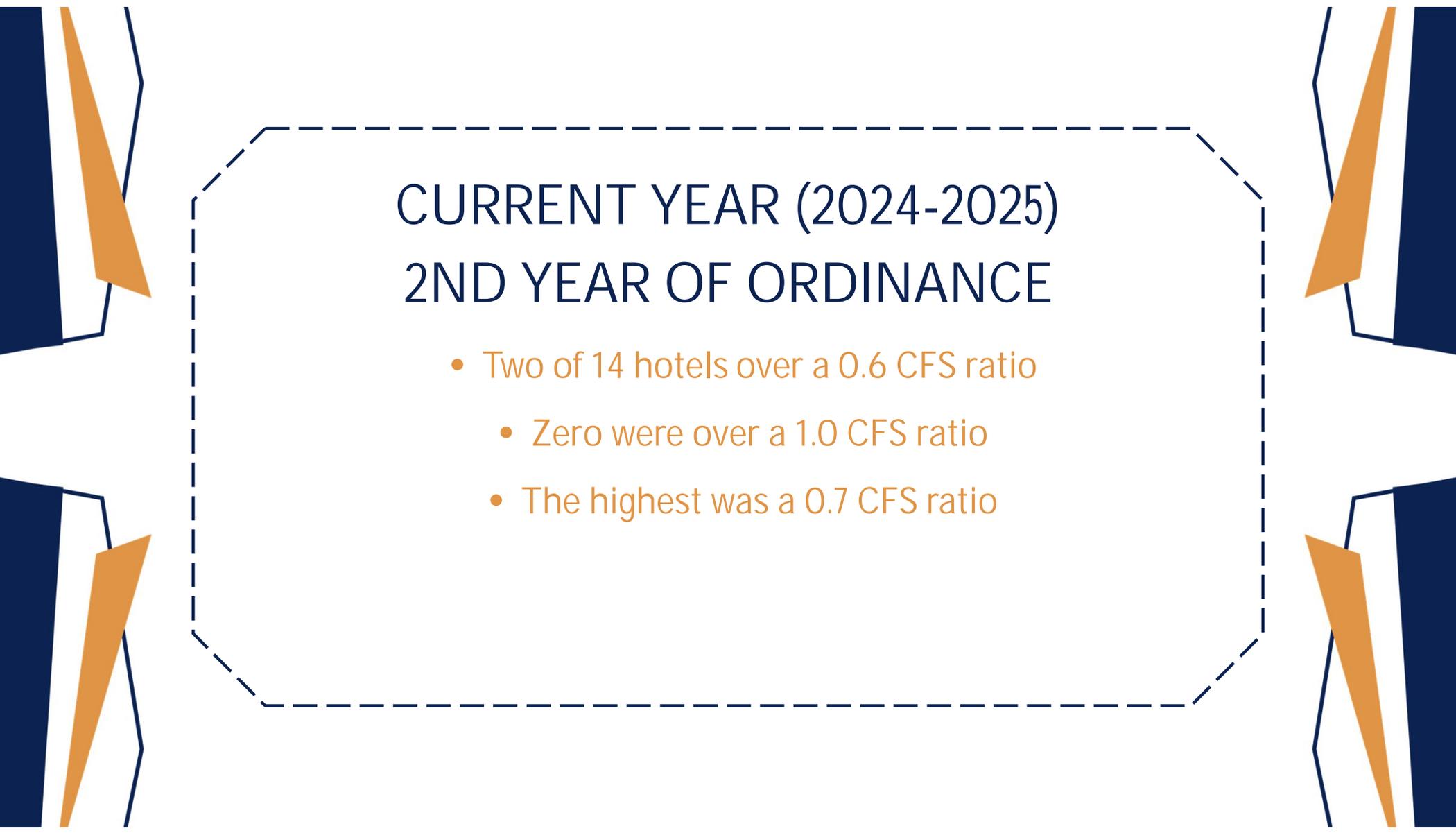


UPDATE FOR SAFE HOTELS
INITIATIVE AND ORDINANCE - 2025



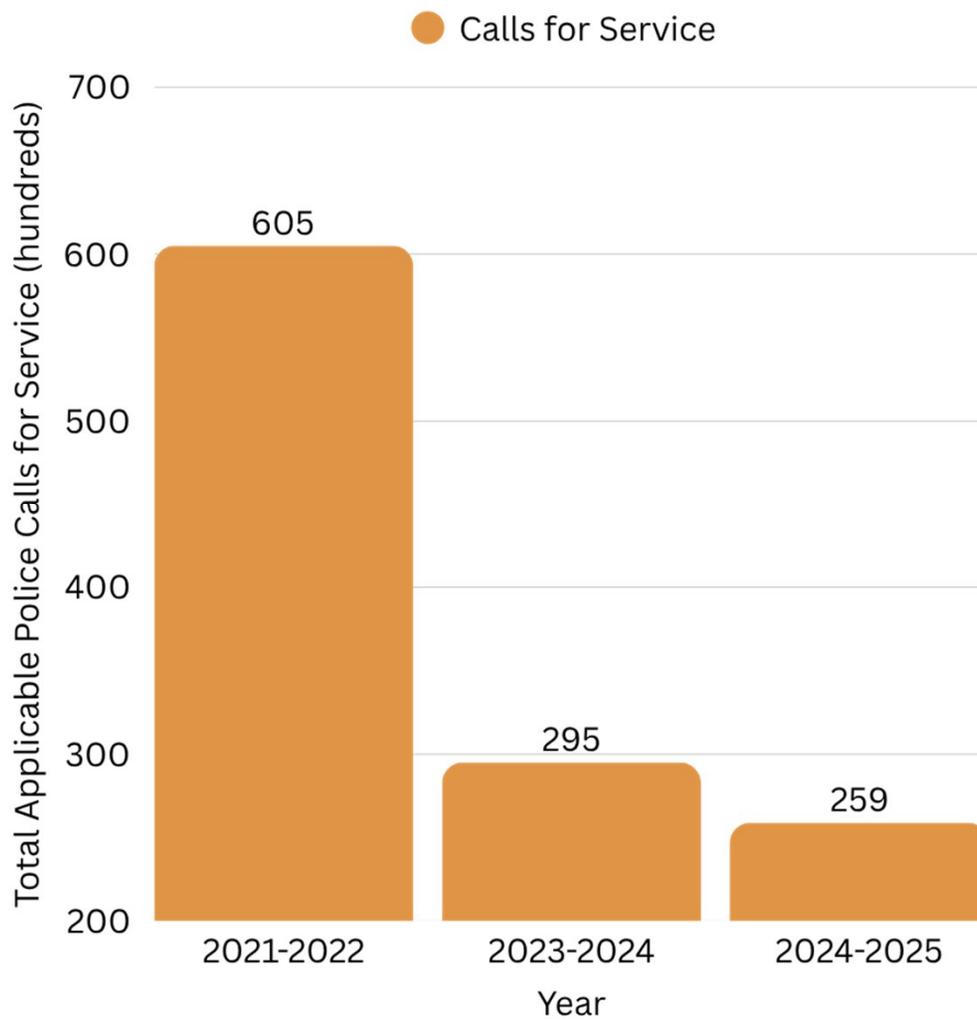
REFERENCE YEAR (2021-2022) PRIOR TO ORDINANCE

- Eight of 14 hotels over a 0.6 CFS ratio (calls/rooms)
 - Five were over a 1.0 CFS ratio
 - The highest was a 4.1 CFS ratio



CURRENT YEAR (2024-2025) 2ND YEAR OF ORDINANCE

- Two of 14 hotels over a 0.6 CFS ratio
 - Zero were over a 1.0 CFS ratio
 - The highest was a 0.7 CFS ratio



ADDITIONAL CONSIDERATIONS

- INVESTMENTS IN LOCAL BUSINESSES

1. At least FOUR hotels have been renovated in the last two years

2. Two more hotels are scheduled for a \$1.2 million renovation and rebranding

- Improved communication between the City of BA and hoteliers (on-going)



THANK YOU



City of Broken Arrow

Request for Action

File #: 25-271, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

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 #: 25-863, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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

Background:

The City of Broken Arrow and Broken Arrow Independent School District Number 3 have determined it is mutually advantageous to have Broken Arrow Police Department School Resource Officers (SROs) present within Broken Arrow Schools. To support this, cost sharing will occur as detailed in the attached Memorandum of Understanding.

Further, Broken Arrow Independent School District Number 3 has numerous schools within the City of Broken Arrow. In order to ensure the safety of students, the City has agreed to enter into this Memorandum of Understanding to assist the Broken Arrow Independent School District by providing funding for crossing guards at several locations. The selected locations take into account the vehicle traffic patterns of the city and the pedestrian patterns of school children. The school district will hire, train, supervise and equip the crossing guards.

The terms of the agreement feature Broken Arrow Independent School District Number 3 contributing one-hundred thousand dollars (\$100,000.00) in salary for the first year of the agreement towards a School Resource Program. In fiscal years 20205/2026 we will assign two (2) police officers to the SRO program. In fiscal years 2026 through fiscal year 2028 we will assign four (4) officers to the SRO program with the school district paying for fifty percent (50%) of the officer's salary, not to exceed two-hundred fifteen dollars (\$215,000.00).

The City of Broken Arrow/Broken Arrow Police Department will pay the school district thirty-three thousand dollars (\$33,000.00) in fiscal years 2026-2028 for the provision of school crossing guards.

This nets a surplus of four hundred thirty-one thousand dollars (\$431,000.00) for the City of Broken Arrow.

Cost: \$99,000.00

Funding Source: Police Public Safety Sales Tax Fund

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Memorandum of Understanding

Recommendation:

Approve and authorize execution of 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

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BROKEN ARROW AND BROKEN ARROW INDEPENDENT SCHOOL DISTRICT NO. 3

This Memorandum of Understanding (“MOU”) is entered into on the dates subscribed below, the last of which is the effective date of this MOU between the City of Broken Arrow and Independent School District No. 3 of Tulsa County, Oklahoma, commonly known as the Broken Arrow Public Schools.

WHEREAS, the City of Broken Arrow, an Oklahoma municipal corporation, and Independent School District No. 3 of Tulsa County, Oklahoma, an independent school district and political subdivision located in Tulsa County, Oklahoma, desire to enter into this MOU for the purposes stated herein.

WHEREAS, all obligations of the respective parties will be funded from their respective current revenues;

NOW THEREFORE, for the mutual covenants and considerations stated herein, the parties agree as follows:

DEFINITIONS

In this Agreement, the following terms and/or acronyms have the meaning set out below:

1. **BASD:** Independent School District No. 3 of Tulsa County, Oklahoma;
2. **CITY:** The City of Broken Arrow, Oklahoma;
3. **CROSSING GUARDS:** School crossing guards for those schools comprising Independent School District No. 3 of Tulsa County, Oklahoma and located within the corporate limits of the City of Broken Arrow; and
4. **DEPARTMENT:** Broken Arrow Police Department of the City of Broken Arrow;
5. **DEPARTMENT SUPERVISOR:** Broken Arrow Police Department staff member supervising School Resource Officers;
6. **DIRECTOR:** The Director of Safety and Security for Independent School District No. 3 of Tulsa County, Oklahoma;
7. **SCHOOLS:** Those school sites owned and operated by Independent School District No. 3 of Tulsa County, Oklahoma and located within the corporate limits of the City of Broken Arrow;
8. **SCHOOL SECURITY PERSONNEL:** Campus security personnel employed by Independent School District No. 3 of Tulsa County, Oklahoma.
9. **SRO:** School Resource Officer(s) employed by the City of Broken Arrow and assigned by the City of Broken Arrow to one or more of the school sites owned and operated

by Independent School District No. 3 of Tulsa County, Oklahoma and located within the corporate limits of the City of Broken Arrow;

SECTION I

SCHOOL RESOURCE OFFICERS

The CITY, through its DEPARTMENT, shall provide the following services in SCHOOLS by the assignment of DEPARTMENT police officers to SCHOOLS as SROs. In furtherance thereof, the CITY, DEPARTMENT, AND BASD agree as follows:

1. SROs will provide a positive role model to students and maintain good relations with the SCHOOL community, which may include providing students and BASD staff information in response to questions about law enforcement topics; providing classroom instruction/lesson plans on topics such as alcohol and drug education and general safety and crime prevention education to build rapport with students and BASD staff.

2. SROs will provide information in the form of counseling to students and parents to help find solutions to school attendance or criminal behavior problems. In providing this service, the parties to this Agreement agree that The National Association of School Resource Officers triad of SRO responsibility shall serve as the model. The SRO should be looked at as a resource to which the SCHOOL community can turn. As such, the SRO fulfills three roles by using a triad approach. The officer acts as a law enforcement officer, an informal counselor, and a law-related presenter. As a law enforcement officer, the primary purpose is to "keep the peace." As an informal counselor, the SRO provides resource guidance to students, parents, teachers, and staff and act as a link to support services both inside and outside the SCHOOL. As a law-related presenter, the SRO will share special law enforcement expertise through presentations in the classroom to promote a better understanding of our laws. Furthermore, the SRO also serves as a positive role model for the students on campus during school hours and off campus during extracurricular activities.

3. SROs will interact with students on a non-punitive and positive basis during contacts in the halls, lunchrooms, school grounds, and special events.

4. SROs will assist BASD with the maintenance of order and safety in SCHOOLS by enforcing laws; intervening in disruptions; gathering information to assist with crime reduction at SCHOOLS and the surrounding areas; and engaging in crime prevention activities, including, but not limited to, efforts to prevent drug and alcohol abuse; gang organization and activity; violence; and threats of violence.

5. SROs will respond to calls for police assistance from SCHOOLS and BASD personnel.

6. SROs will enforce traffic laws in areas surrounding SCHOOLS.

7. When not performing an otherwise required duty that causes an SRO to be out of the SRO's regularly assigned area (and when not on an authorized break), SROs will maintain a high state of visibility on and around school campuses by: (a) Remaining in their

assigned area; (b) Being visible in and around schools before school, during assemblies, lunch periods, and after school; and (c) Routinely patrolling school halls, lunchrooms, and school parking lots for the purpose of preventing criminal activity.

8. SROs shall work with BASD principals and SCHOOL SECURITY PERSONNEL in their assigned schools and will be considered a school official for purposes of FERPA ("Family Educational Rights and Privacy Act"), 20 U.S.C. § 1232g.

9. SROs will keep the DIRECTOR advised of their schedules, of incidents that require SRO response, and the disposition of those incidents in a manner similar to that used with police communications.

10. SROs will not be used to enforce BASD rules or policies for students and staff and will not be assigned to a stationary post, such as a hall, lunchroom, or parking lot monitor except as determined to be necessary to prevent criminal activity and with the approval of the DEPARTMENT SUPERVISOR.

11. BASD staff will handle minor violations and disruptions without SRO intervention or action, except when: (a) BASD staff is requested to seek SRO intervention or action by the DIRECTOR or a BASD administrator; (b) SRO intervention or action is requested by the complainant or parent in a criminal violation; or (c) An SRO is required to take action by law or DEPARTMENT policy and procedures. SROs shall be fully authorized to investigate incidents at SCHOOLS to determine if any of the above apply.

12. DEPARTMENT will be responsible for the necessary training for SROs. The DEPARTMENT shall provide all equipment regularly provided by the DEPARTMENT for its officers in conducting their duties as peace officers. The DEPARTMENT SUPERVISOR will provide the DIRECTOR annually with documentation of completion of required school-related training(s) for all assigned SROs.

13. SROs shall remain employees of the DEPARTMENT and will comply with all policies and procedures of the DEPARTMENT in the exercise of their duties and responsibilities. SROs shall be subject to the employment guidelines, personnel rules, policies, procedures, and supervision of the DEPARTMENT and the CITY exclusively and shall be accountable to the DEPARTMENT SUPERVISOR for their time and activities.

14. DEPARTMENT agrees that prior to a new SRO being assigned to BASD, it will conduct a meeting with the BASD superintendent or designee(s) before the SRO is introduced to the SCHOOLS. The meeting will include the chief of police or designee and the new SRO.

15. DEPARTMENT SUPERVISOR will make an effort to schedule SROs to maximize the time spent working by those officers in the SCHOOLS. DEPARTMENT SUPERVISOR shall adhere to DEPARTMENT guidelines for SRO's attendance at other assignments and use of leave time and shall not cause any SRO to lose or reduce an employee benefit to which that officer would otherwise be entitled.

16. SROs and the DEPARTMENT SUPERVISOR will be selected according to the policies and procedures of the DEPARTMENT. Vacancies in SRO positions will be filled

by the DEPARTMENT with consideration of the then-existing staffing requirements of the DEPARTMENT and the need for SROs at the time the vacancy occurs.

17. At the end of each school year, but not later than June 15, DIRECTOR and campus administrators of each campus to which an SRO has been assigned will be asked to comment on the effectiveness of the SRO(s) assigned to that school site during that school year. An evaluation form for this purpose will be provided by the DEPARTMENT. DEPARTMENT SUPERVISOR will take these evaluations into consideration when determining SRO assignments in the next school year.

18. All comments, criticisms, suggestions, or recommendations regarding SRO assignments or performance will be immediately referred, without delay, to the DEPARTMENT SUPERVISOR. DEPARTMENT SUPERVISOR will be given the opportunity to take appropriate action (in accordance with DEPARTMENT policies and procedures and, if determined by the DEPARTMENT in accord with its personnel policies to be appropriate) to resolve problems or investigate complaints regarding an SRO. In the event that the matter is not mutually resolved to the satisfaction of the DEPARTMENT and BASD, BASD shall have the right to request that the DEPARTMENT replace an SRO whose continued placement at a school site, in BASD's sole determination, does not further the purposes of this MOU. In the event the CITY and BASD are not able to reach an agreement as to the removal or replacement of a particular SRO, either party may terminate this section of the MOU as provided herein.

19. SROs and any DEPARTMENT officer called to assist in the provision of police services at the SCHOOLS shall have the final authority in all criminal matters in which they may become involved. SROs and any DEPARTMENT officer called to assist in the provision of police services at the SCHOOLS shall operate in accord and compliance with DEPARTMENT policies and procedures, as well as applicable federal, state, and local laws.

20. DEPARTMENT officers may be called at any time to the SCHOOLS to fill in for or assist SROs or to work on special situations as needed. When an SRO is absent from a regular assignment, his/her duties may be temporarily provided by another officer on an as-needed basis. Requests for substitutes for an SRO will be made by BASD to the DEPARTMENT SUPERVISOR.

21. Nothing in this MOU shall be construed or interpreted to prevent an SRO or any DEPARTMENT officer called to assist in the provision of police services at a school site from carrying out his/her duties as a peace officer, notwithstanding that such action may conflict with a term or provision of this MOU. Nothing in this MOU shall be construed to supersede or override any policy or procedure of the DEPARTMENT.

22. DEPARTMENT SUPERVISOR will:

A. Coordinate SRO activities and assignments with the DIRECTOR and BASD personnel to ensure the goals of the DEPARTMENT and the BASD are being met in the most effective and efficient manner possible.

B. Regularly communicate with the DIRECTOR and BASD campus administrators regarding the SRO program.

C. Keep BASD informed of significant information regarding School Resource Unit operations and of any other significant police activities in the SCHOOLS of which the School Resource Unit has the knowledge and which, in the determination of the DEPARTMENT, may lawfully and should be brought to the attention of BASD.

23. By no later than August 15 of each year of this MOU, the DEPARTMENT SUPERVISOR will meet with the DIRECTOR to determine the most effective hours for SRO assignments and to discuss operational objectives. Once determined, the DEPARTMENT will provide the DIRECTOR with a list of SRO assignments and work schedules. The DEPARTMENT SUPERVISOR and the DIRECTOR must mutually agree on any changes to SRO assignments and schedules before implementation.

24. BASD shall compensate the CITY for its and DEPARTMENT's performance of the obligations under this MOU as set forth herein.

A. The amount of compensation shall be reviewed and mutually agreed upon each fiscal year by the CITY and BASD.

B. In all fiscal years in which this MOU remains in effect, the CITY shall, by not later than March 1st of that contract year, develop and submit to BASD a written estimate of the actual full cost to the CITY for providing the police services in accord with this MOU.

C. BASD shall consider the CITY's written estimate in its budgeting process.

D. By not later than May 31 of each contract year, the CITY and BASD shall reach an agreement as to the amount of compensation to be paid by BASD to CITY for the provision of police services in accordance with this MOU for the next fiscal year.

E. For the fiscal year beginning on the first day of classes each school year and ending June 30 the following year, the CITY and BASD agree that BASD shall pay the CITY as set out below and as indicated below:

1. The sum of \$50,000.00 for each of the two (2) current SROs, for a total of \$100,000.00 during the 2025/2026 fiscal year.

2. The sum of \$50,000.00 for each additional SRO (\$65,000 for the SRO sergeant) requested by BASD and assigned by DEPARTMENT, not to exceed \$215,000.00 during the fiscal year. It is anticipated that the City will assign four (4) total SRO's (including one SRO sergeant at \$65,000) for 2026/2027 and 2027/2028 fiscal year.

3. BASD reserves the right to reduce the number of SRO positions assigned to BASD at any given time by serving written notice to the DEPARTMENT at least thirty (30) days in advance. The effective date of the reduction for billing purposes will occur at the beginning of the next quarterly billing cycle.

4. If additional SROs are added, their positions will remain in effect, and the reduction will occur from the partially funded positions.

5. In addition to the above-described reimbursement, BAISD will provide the SRO(s) at each assigned school a secure private office equipped with a desk, chair, desk phone, worktable, locking filing cabinet, office supplies, internet-connected computer, and a BASD email address.

6. BASD acknowledges and agrees that if requested by an SRO (and/or any DEPARTMENT officer called by the SRO to assist), each school site shall permit the SRO to conduct an interview in private.

7. Payments by BASD to the CITY shall be paid only upon receipt of written invoices from the CITY. CITY shall submit written invoices to BASD for SRO services on a quarterly schedule during each fiscal year as follows: September 30; December 30; March 30; and June 30; BASD shall remit payment of the quarterly invoices to the CITY addressed to the attention of the Chief Financial Officer, City Hall, 220 S. 1st Street, Broken Arrow, Oklahoma 74012. Copies of payments shall also be provided to the Chief of Police, Broken Arrow Police Department, 1101 N. 6th Street, Broken Arrow, Oklahoma 74012.

SECTION II

SCHOOL CROSSING GUARDS

The CITY, through its DEPARTMENT, shall provide the following services at SCHOOLS by the assignment of DEPARTMENT of school CROSSING GUARDS. In furtherance thereof, the CITY, DEPARTMENT, AND BASD agree as follows:

1. DEPARTMENT will provide basic training to CROSSING GUARDS, as well as any renewal training as the need for such training becomes apparent to the CITY or BASD, without charge to BASD.

2. CROSSING GUARDS will be employees of BASD and BASD will be responsible for all CROSSING GUARD related employee costs and obligations.

3. CROSSING GUARDS are not DEPARTMENT police officers and have no police powers. CROSSING GUARDS may wear safety equipment or uniforms provided by BASD which provide for appropriate recognition and protection of the school crossing function.

4. CROSSING GUARDS shall not be permitted to wear any item that attempts to identify CROSSING GUARDS as a DEPARTMENT police officer.

5. BASD will implement all administrative services for the CROSSING GUARDS and coordinate with the CITY or DEPARTMENT.

6. BASD will purchase, maintain, and dispose of all property acquired by BASD in the implementation of this program at its sole discretion.

7. For the fiscal year beginning on the first day of classes each school year and ending June 30 the following year, the CITY and BASD agree that CITY shall pay BASD \$11,000.00 for each of the three (3) CROSSING GUARD positions for a total of \$33,000.00 for salary reimbursement.

A. Payments by the CITY to BASD shall be paid in the monthly payments of five (8) consecutive payments of \$3,666.64 and one (1) final payment of \$3,667.72 for a total of nine (9) payments per school year.

B. Payments will be submitted and approved at the end of the month to BASD after services have been rendered. The CITY shall remit payment of the monthly invoices to BASD to the attention of the Chief Financial Officer, Broken Arrow Public Schools, 701 S. Main Street, Broken Arrow, Oklahoma 74012. Copies of payments shall also be provided to the Superintendent, BASD, 701 S Main Street, Broken Arrow, Oklahoma 74012.

8. The amount of reimbursement shall be reviewed and mutually agreed upon annually by the CITY and BASD.

9. In all fiscal years in which this MOU remains in effect, BASD shall, by not later than March 1st of that contract year, develop and submit to CITY a written estimate of the actual full cost to the CITY for providing the CROSSING GUARD services in accord with this MOU.

10. CITY shall consider BASD's written estimate in its budgeting process.

11. By not later than May 31 of each contract year, the CITY and BASD shall reach an agreement as to the amount of reimbursement to be paid by CITY to BASD for the provision of GROSSING GUARD services in accordance with this MOU for the next fiscal year.

SECTION III

COOPERATION BETWEEN CITY, DEPARTMENT AND BASD

The CITY, DEPARTMENT, and BASD seek to cooperate with each other in security safety, and training matters. In furtherance thereof, the CITY, DEPARTMENT, AND BASD agrees as follows:

1. CITY and DEPARTMENT agree that BASD SCHOOL SECURITY PERSONNEL is permitted to direct traffic on city streets adjacent to SCHOOLS before and after school or during special district events. In no event shall BASD perform any law enforcement action while directing traffic

2. CITY and DEPARTMENT agree to coordinate SCHOOL SECURITY PERSONNEL's access to CITY or DEPARTMENT CLEET training, firearm qualifications, and all other training that is deemed mutually beneficial for the parties. Similarly, BASD agrees to coordinate CITY and DEPARTMENT's access to BASD property for training purposes that is deemed mutually beneficial for the parties. The parties reserve right to determine whether funding is available to participate in any training events and the right to determine when their property can be used for training purposes.

3. BASD assumes all liability for training SECURITY and CITY or DEPARTMENT are not responsible for any particular curriculum taught to SCHOOL SECURITY PERSONNEL.

4. Under the terms of this Section, neither the CITY, DEPARTMENT, of BASD agree to owe or assume a legal duty to the other.

5. This MOU is made solely for the convenience and mutual benefit of the parties and does not require BASD to train exclusively with the DEPARTMENT.

6. CITY, DEPARTMENT and BASD will be solely responsible for any accidental injuries or workman's compensation claim(s) that may occur to any of their respective employees.

7. CITY or DEPARTMENT will provide a liaison to BASD and communicate to DIRECTOR all information that maybe pertinent in preserving a safe school environment for BASD students and staff. If the responsibilities of the liaison changes or the responsibility is assigned to another position, the DEPARTMENT will notify DIRECTOR in an effort to keep a line of communication open between both agencies.

8. BASD is responsible for maintaining all BASD records.

9. BASD will require the same level of training for SCHOOL SECURITY PERSONNEL as that required by DEPARTMENT for its law enforcement officers who may serve BASD as off-duty officers, such as working as security.

10. CITY, DEPARTMENT, and BASD will require and maintain a high level of collaboration, CLEET training, competency, firearm qualifications, and all other training that is deemed mutually beneficial for both parties.

11. When coordinating training with the DEPARTMENT, BASD will be responsible for all costs associated with training accrued by SCHOOL SECURITY PERSONNEL as well as additional educational materials or ammunition that may be required.

12. BASD will purchase, maintain and dispose of all property acquired by BAPD in the implementation of this program at its sole discretion.

13. BASD will provide a liaison to the DEPARTMENT's Patrol Division Major, to communicate information that maybe pertinent in preserving a safe environment for BASD students and staff.

14. BASD will timely update contact information if a change in responsibilities of either BASD's Assistant Superintendent of Health and Safety or Campus Security Director occur to keep the line of communication open between both agencies.

15. DEPARTMENT agrees that DIRECTOR will be timely notified (by an agreed form of report or other communication) of significant actions taken by SROs in SCHOOLS.

16. Arrests by an SRO (or other DEPARTMENT officer) on a school site will be reported to the DIRECTOR as soon as practicable by the agreed form of report or other communication. BASD and the DEPARTMENT will develop forms for providing information and reports in compliance with this provision and other provisions of this Agreement.

17. Any request for police services by BASD not described in this Agreement shall be submitted to and coordinated through the DEPARTMENT SRO supervisor, who may require the request to be made in writing. Additional police services requested by BASD will only be provided if those services are in accordance with current DEPARTMENT policies and procedures.

SECTION IV

GENERAL TERMS

1. These General Terms shall apply to Sections I – III of this MOU.
2. The obligations set forth in this MOU are intended and shall be treated as contractual in nature.

3. The initial term of this MOU shall commence on _____ 1, 2025, and shall continue through June 30, 2026.

4. Upon mutual ratification by the CITY and BASD, this MOU shall thereafter automatically renew for twelve-month periods commencing _____ 1 and continuing through June 30 of each year thereafter.

5. Either party to this MOU may terminate any of the Sections of this MOU, with or without cause, with written notice to the other party not less than thirty (30) days in advance of the intended termination date. The termination of one Section shall have no effect on any other Sections not specifically terminated.

6. In the event of termination of this MOU by CITY or BASD during a period for which payment has not yet been made by the responsible paying party, such payment will be prorated for the action time that section of this MOU is in effect.

7. This MOU is subject to all applicable laws of the United States and the State of Oklahoma. This Agreement is performable in Tulsa County, Oklahoma and the venue for any such legal disputes shall be in a court of competent jurisdiction in Tulsa County, Oklahoma.

8. All notices required to be given in writing under the terms of this Agreement to the DEPARTMENT shall be directed to the Chief of Police, Broken Arrow Police Department, 1101 N. 6th Street, Broken Arrow, Oklahoma 74012. Notice required to be given to the CITY shall be directed to the City Manager, City of Broken Arrow, City Hall, 220 S. 1st Street, Broken Arrow, Oklahoma 74012. Notice required to be given to BASD shall be directed to Superintendent of Schools, Independent School District No. 3 of Tulsa County, Oklahoma, 701 S. Main Street, Broken Arrow, Oklahoma 74012.

9. To the extent permitted by law, CITY and BASD waive all claims against each other and agree to release each other, and each other's officials, agents, officers, and employees in both their public and private capacities, from any and all claims, suits, demands, losses, damages, causes of action, and liability of every kind including, but not limited to, court costs and attorney's fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of any property arising out of or occurring as a consequence of the performance of this MOU, whether such injuries, death, or damages are caused by the sole negligence or joint negligence of CITY, BASD, or their officials, agents, officers, or employees. Third-party claims against CITY or BASD shall be governed by the Oklahoma Governmental Tort Claims Act or other appropriate statutes and laws of the State of Oklahoma and the United States. It is expressly understood and agreed that in the execution of this Agreement, CITY and BAISD do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions.

10. This MOU constitutes the entire agreement of the parties hereto and supersedes all prior or contemporaneous understandings, communications, or representations, whether oral or written, regarding the subject matter of this MOU.

11. No amendment or modification of any kind to this MOU shall be effective or binding on either party unless the amendment or modification is in writing and duly executed and ratified by both the CITY and BASD.

12. This Memorandum of Understanding between the City of Broken Arrow, Oklahoma, and the Independent School District No. 3 of Tulsa County, Oklahoma, is EXECUTED and EFFECTIVE as of the last date of the signatories below:

EXECUTED this _____ day of _____, 2025 by the City of Broken Arrow.

CITY OF BROKEN ARROW

Michael Spurgeon
City Manager, City of Broken Arrow

EXECUTED this _____ day of _____, 2025 by Independent School District No. 3 of Tulsa County, Oklahoma

**INDEPENDENT SCHOOL DISTRICT
NO. 3 of TULSA COUNTY, OKLAHOMA**

ATTEST:

Clerk of the Board

Steve Allen
President of the Board of Education



City of Broken Arrow

Request for Action

File #: 25-756, Version: 1

**Broken Arrow City Council
06-16-2025**

Title:

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)

Background:

BAZ-002130-2025 is a request to rezone approximately 51 acres from A-1 (Agricultural) RS-3 and RS-4 (Single-Family Residential) for County Line Crossing, a proposed single-family detached development. This property is generally located north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E Avenue / County Line Road).

This rezoning request is associated with the potential development of a single-family residential neighborhood. The area requested to be rezoned to RS-3 (Single-Family Residential) is located on the western 34.68 designated as Level 2 in the Comprehensive Plan. The area requested to be rezoned to RS-4 (Single-Family Residential) is located on the eastern 16.25 acres designated as Level 3 in the Comprehensive Plan.

This development will be required to connect to existing stub streets in the single-family residential neighborhood to the west. Primary access to the development will be through entrances onto New Orleans Street and County Line Road.

During the meeting held May 22, 2025, the Planning Commission recommended approval (4-0) of BAZ-002130-2025 per Staff recommendation. Staff recommended that BAZ-002130-2025 be approved subject to platting. During the public comment period one neighboring resident asked questions about the development but was not in opposition. One letter was provided to staff from a resident who was opposed to the development, citing traffic concerns, and compatibility of surrounding developments.

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
Zoning Exhibit

Recommendation:

Approve BAZ-002130-2025 per Planning Commission and Staff recommendation.



City of Broken Arrow

Request for Action

File #: 25-687, Version: 1

**Broken Arrow Planning Commission
05-22-2025**

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

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)

Background:

Applicant: Megan Pasco, Tanner Consulting

Owner: TJ Guglielmo

Developer: N/A

Engineer: Tanner Consulting

Location: North of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E Avenue / County Line Road)

Size of Tract approximately 51 acres

Present Zoning: A-1 (Agricultural)

Proposed Zoning: RS-3 and RS-4 (Single-Family Residential)

Comp Plan: 2 (Urban Residential) and Level 3 (Transition Area)

BAZ-002130-2025 is a request to rezone approximately 51 acres from A-1 (Agricultural) RS-3 and RS-4 (Single-Family Residential) for County Line Crossing, a proposed single-family detached development. This property is generally located north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E Avenue / County Line Road).

This rezoning request is associated with the potential development of a single-family residential neighborhood. The area requested to be rezoned to RS-3 (Single-Family Residential) is located on the western 34.68 designated as Level 2 in the Comprehensive Plan. The area requested to be rezoned to RS-4 (Single-Family Residential) is located on the eastern 16.25 acres designated as Level 3 in the Comprehensive Plan.

This development will be required to connect to existing stub streets in the single-family residential neighborhood to the west. Primary access to the development will be through entrances onto New Orleans Street and County Line Road.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 1	A-RE	Large Lot Single-Family Residential
East	Level 2	CG and CN	Residential/Undeveloped
South	Level 2, 3, & 4	AG (Tulsa County)	Agricultural
West	Level 2	RS-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, RS-3 zoning is considered to be in accordance with the Comprehensive Plan in Level 2 and RS-4 zoning is considered to be in accordance with the Comprehensive Plan in Level 3.

- Attachments:**
- Case map
 - Aerial photo
 - Comprehensive Plan
 - Zoning Exhibit

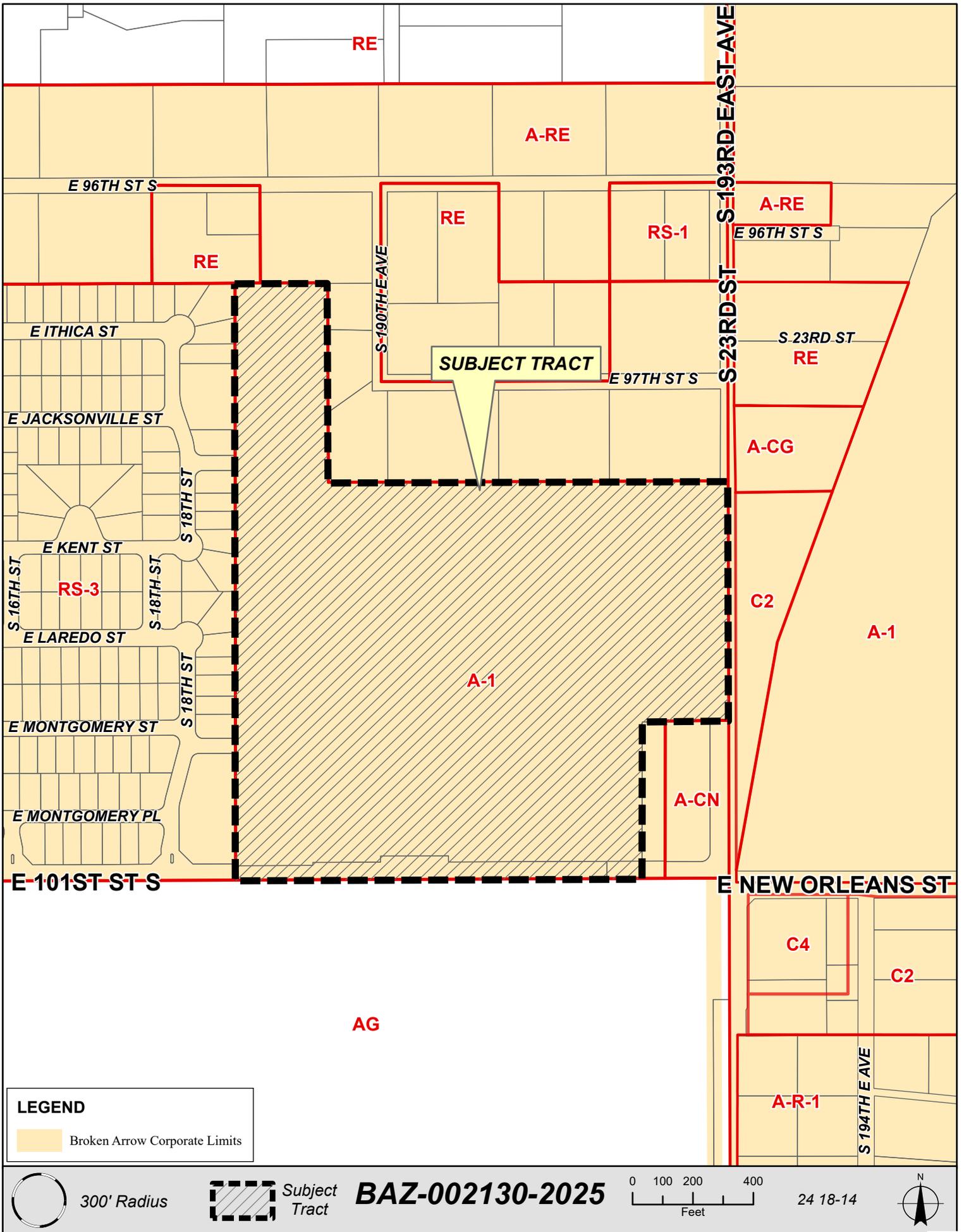
Recommendation:

Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002130-2025 be approved subject the property being platted.

Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

ALY



LEGEND

 Broken Arrow Corporate Limits

 300' Radius

 Subject Tract

BAZ-002130-2025

0 100 200 400
Feet

24 18-14



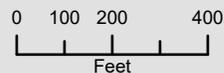


Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: 2023



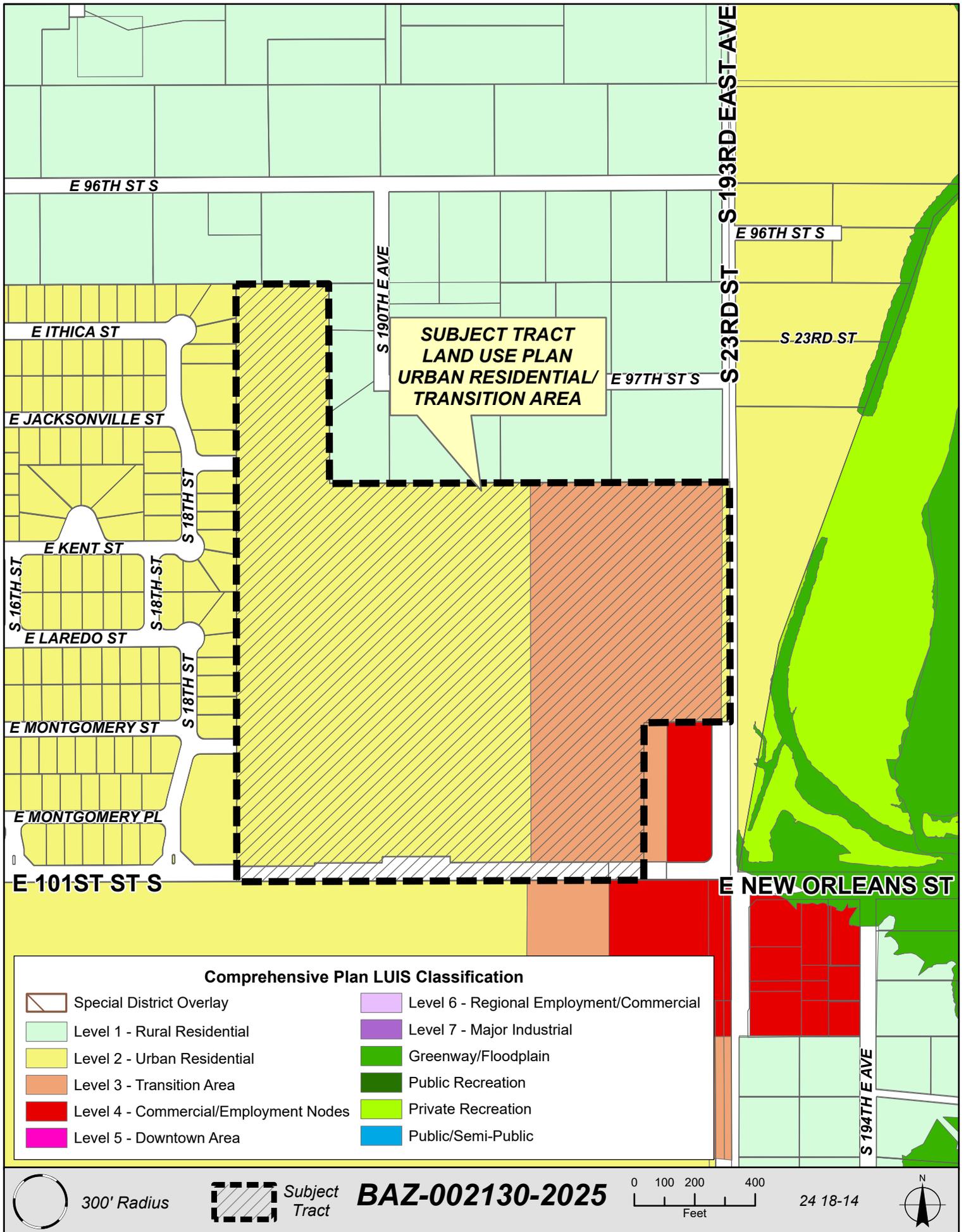
Subject Tract

BAZ-002130-2025

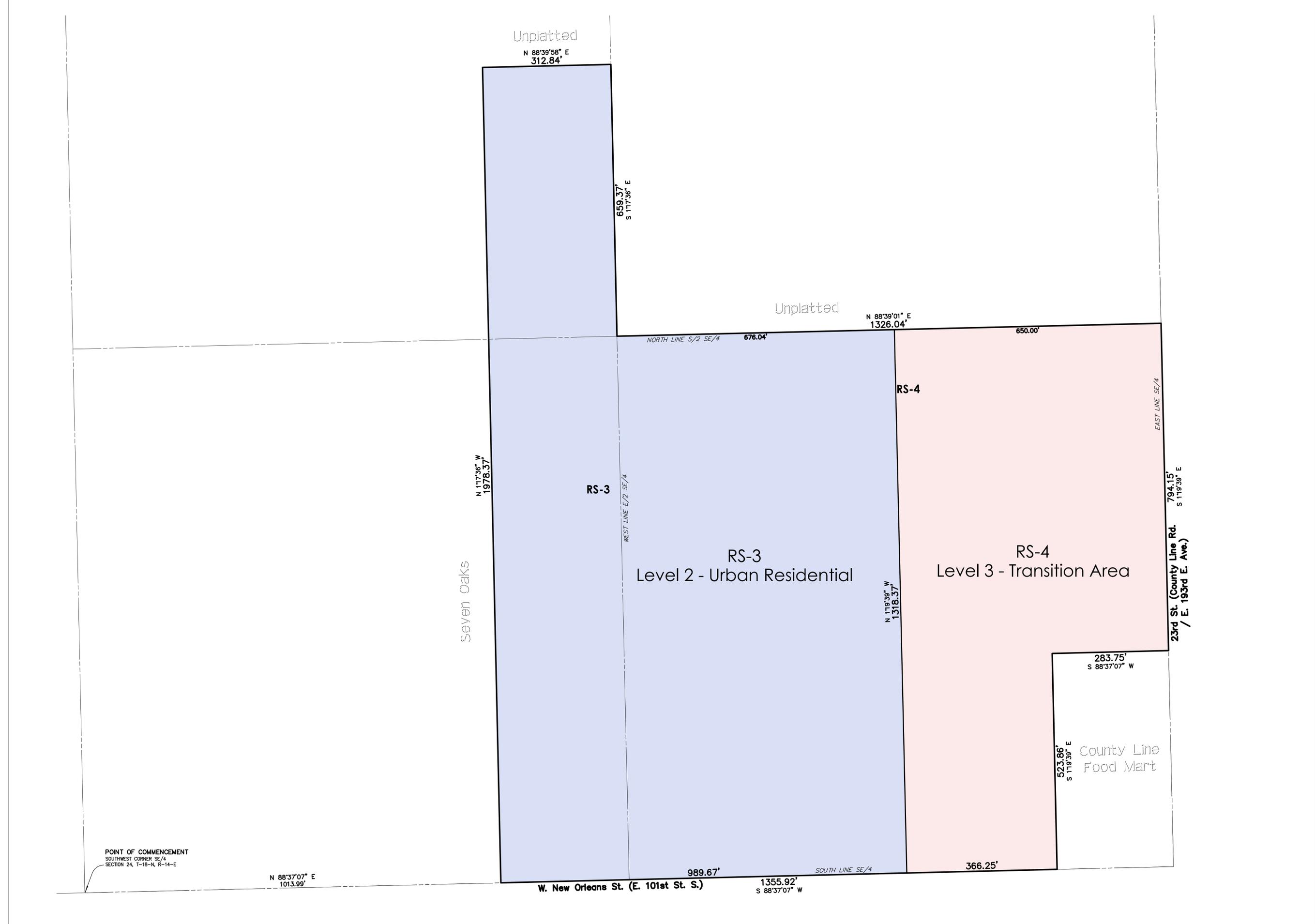


24 18-14





P:\2025\25030\EXHIBITS\25030_Zoning Exhibit.DWG, LAYOUT, 4/2/2025 10:04:44 PM, MPASD, H, TANNER CONSULTING, LLC, OK, CA, 2661 Exp 6/30/2025



POINT OF COMMENCEMENT
SOUTHWEST CORNER SE/4
SECTION 24, T-18-N, R-14-E

N 88°37'07" E
1013.99'

Seven Oaks

N 117°36" W
1978.37'

Unplatted
N 88°39'58" E
312.84'

659.37'
S 117°36" E

RS-3

WEST LINE E/2 SE/4

RS-3
Level 2 - Urban Residential

NORTH LINE S/2 SE/4 676.04'

Unplatted

N 88°39'01" E
1326.04'

RS-4

RS-4
Level 3 - Transition Area

650.00'

EAST LINE SE/4

794.15'
S 119°39" E

23rd St. (County Line Rd.
/ E. 193rd E. Ave.)

283.75'
S 88°37'07" W

County Line
Food Mart

523.86'
S 119°39" E

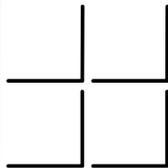
366.25'

SOUTH LINE SE/4

989.67'

1355.92'
S 88°37'07" W

W. New Orleans St. (E. 101st St. S.)



25030 County Line Crossing Zoning Exhibit



Tanner Consulting LLC
 CIVIL ENGINEERING | LAND SURVEYING
 LANDSCAPE ARCHITECTURE | PLANNING
 5323 SOUTH LEWIS AVENUE
 TULSA, OKLAHOMA 74105-6539
 OFFICE: 918.745.9929



City of Broken Arrow

Request for Action

File #: 25-908, Version: 1

**Broken Arrow City Council
Meeting of: 06/16/2025**

Title:

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

Background:

The city has adopted and approved the Hackberry Market Economic Development project plan by Ordinance 3875 on May 6, 2025 and has created Increment District #6. The Authority has approved the issuance of its Tax Apportionment Bonds, Taxable Series 2025 (Hackberry Market Increment District Project) in one or more series (collectively, the “Series 2025 Bonds”), for the purpose of (i) financing and/or reimbursing certain Project Costs authorized under the Project Plan, including specifically certain site development costs as described in the Project Plan (collectively, the “Project”); (ii) funding a reasonably required reserve fund; (iii) funding certain capitalized interest; and (iv) paying certain costs associated with the issuance of the Series 2025. Amended Resolution 1667 authorizes the city approval of the issuance of the obligations by the Authority to implement the project plan and accomplish the project.

The original resolution was approved at the last meeting and the only change is that it was originally planned on being a taxable bond issue and it will now be a tax exempt for additional savings

Cost: Estimated \$520,800

Funding Source: Proceeds from the loan

Requested By: Cynthia S. Arnold, Finance Director

File #: 25-908, **Version:** 1

Approved By: City Manager's Office

Attachments: Resolution No. 1667, estimate of issuance cost

Recommendation:

Approve and authorize execution of Resolution No. 1667

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SOURCES AND USES OF FUNDS

Broken Arrow Economic Development Authority Tax Apportionment Bonds, Taxable Series 2025

Sources:

Bond Proceeds:	
Par Amount	27,620,000.00
Original Issue Discount	-464,403.45
	27,155,596.55

Uses:

Project Fund Deposits:	
Project Costs	21,201,619.05
Other Fund Deposits:	
Debt Service Reserve Fund	2,762,000.00
Capitalized Interest Fund	2,348,403.97
	5,110,403.97
Cost of Issuance:	
Bond Counsel Fee	217,150.00
Bond Counsel Expenses	2,500.00
Financial Advisor Fee	217,150.00
Financial Advisor Expenses	2,000.00
Disclosure Counsel Fee	25,000.00
Trustee Bank Acceptance Fee	4,000.00
Tax Increment District Creation Legal Fee	53,000.00
	520,800.00
Underwriter's Discount:	
Average Takedown	276,200.00
Underwriter's Counsel Expenses	35,000.00
	10,000.00
	321,200.00
Other Uses of Funds:	
Additional Proceeds	1,573.53
	27,155,596.55

COST OF ISSUANCE

**Broken Arrow Economic Development Authority
Tax Apportionment Bonds, Taxable Series 2025**

<i>Cost of Issuance</i>	<i>\$/1000</i>	<i>Amount</i>
Bond Counsel Fee	7.86206	217,150.00
Bond Counsel Expenses	0.09051	2,500.00
Financial Advisor Fee	7.86206	217,150.00
Financial Advisor Expenses	0.07241	2,000.00
Disclosure Counsel Fee	0.90514	25,000.00
Trustee Bank Acceptance Fee	0.14482	4,000.00
Tax Increment District Creation Legal Fee	1.91890	53,000.00
	18.85590	520,800.00

UNDERWRITER'S DISCOUNT

Broken Arrow Economic Development Authority Tax Apportionment Bonds, Taxable Series 2025

<i>Underwriter's Discount</i>	<i>\$/1000</i>	<i>Amount</i>
Average Takedown	10.00000	276,200.00
Underwriter's Counsel Expenses	1.26720	35,000.00
	0.36206	10,000.00
	11.62925	321,200.00

BOND SUMMARY STATISTICS

Broken Arrow Economic Development Authority Tax Apportionment Bonds, Taxable Series 2025

Dated Date	06/25/2025
Delivery Date	06/25/2025
First Coupon	12/01/2025
Last Maturity	06/01/2050
Arbitrage Yield	6.374468%
True Interest Cost (TIC)	6.486225%
Net Interest Cost (NIC)	6.393307%
All-In TIC	6.671704%
Average Coupon	6.243253%
Average Life (years)	18.955
Weighted Average Maturity (years)	18.960
Duration of Issue (years)	10.961
Par Amount	27,620,000.00
Bond Proceeds	27,155,596.55
Total Interest	32,686,468.97
Net Interest	33,472,072.42
Bond Years from Dated Date	523,548,666.67
Bond Years from Delivery Date	523,548,666.67
Total Debt Service	60,306,468.97
Maximum Annual Debt Service	5,637,875.00
Average Annual Debt Service	2,418,708.65
Underwriter's Fees (per \$1000)	
Average Takedown	10.000000
Other Fee	1.629254
Total Underwriter's Discount	11.629254
Bid Price	97.155672

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond No 1	2,760,000.00	98.792	5.500%	7.624
Term Bond No 2	4,230,000.00	97.551	5.750%	13.150
Term Bond No 3	6,975,000.00	98.318	6.250%	18.123
Term Bond No 4	13,655,000.00	98.461	6.375%	23.470
	27,620,000.00			18.955

	TIC	All-In TIC	Arbitrage Yield
Par Value	27,620,000.00	27,620,000.00	27,620,000.00
+ Accrued Interest			
+ Premium (Discount)	-464,403.45	-464,403.45	-464,403.45
- Underwriter's Discount	-321,200.00	-321,200.00	
- Cost of Issuance Expense		-520,800.00	
- Other Amounts			
Target Value	26,834,396.55	26,313,596.55	27,155,596.55
Target Date	06/25/2025	06/25/2025	06/25/2025
Yield	6.486225%	6.671704%	6.374468%

BOND PRICING

Broken Arrow Economic Development Authority Tax Apportionment Bonds, Taxable Series 2025

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>	<i>Premium (-Discount)</i>
Term Bond No 1:						
	06/01/2028		5.500%	5.660%	98.792	
	06/01/2029	160,000	5.500%	5.660%	98.792	-1,932.80
	06/01/2030	285,000	5.500%	5.660%	98.792	-3,442.80
	06/01/2031	340,000	5.500%	5.660%	98.792	-4,107.20
	06/01/2032	395,000	5.500%	5.660%	98.792	-4,771.60
	06/01/2033	460,000	5.500%	5.660%	98.792	-5,556.80
	06/01/2034	525,000	5.500%	5.660%	98.792	-6,342.00
	06/01/2035	595,000	5.500%	5.660%	98.792	-7,187.60
		2,760,000				-33,340.80
Term Bond No 2:						
	06/01/2036	670,000	5.750%	6.000%	97.551	-16,408.30
	06/01/2037	750,000	5.750%	6.000%	97.551	-18,367.50
	06/01/2038	840,000	5.750%	6.000%	97.551	-20,571.60
	06/01/2039	935,000	5.750%	6.000%	97.551	-22,898.15
	06/01/2040	1,035,000	5.750%	6.000%	97.551	-25,347.15
		4,230,000				-103,592.70
Term Bond No 3:						
	06/01/2041	1,140,000	6.250%	6.400%	98.318	-19,174.80
	06/01/2042	1,260,000	6.250%	6.400%	98.318	-21,193.20
	06/01/2043	1,385,000	6.250%	6.400%	98.318	-23,295.70
	06/01/2044	1,520,000	6.250%	6.400%	98.318	-25,566.40
	06/01/2045	1,670,000	6.250%	6.400%	98.318	-28,089.40
		6,975,000				-117,319.50
Term Bond No 4:						
	06/01/2046	1,825,000	6.375%	6.500%	98.461	-28,086.75
	06/01/2047	1,990,000	6.375%	6.500%	98.461	-30,626.10
	06/01/2048	2,175,000	6.375%	6.500%	98.461	-33,473.25
	06/01/2049	2,365,000	6.375%	6.500%	98.461	-36,397.35
	06/01/2050	5,300,000	6.375%	6.500%	98.461	-81,567.00
		13,655,000				-210,150.45
		27,620,000				-464,403.45

Dated Date	06/25/2025	
Delivery Date	06/25/2025	
First Coupon	12/01/2025	
Par Amount	27,620,000.00	
Original Issue Discount	-464,403.45	
Production	27,155,596.55	98.318597%
Underwriter's Discount	-321,200.00	-1.162925%
Purchase Price	26,834,396.55	
Accrued Interest	97.155672%	
Net Proceeds	26,834,396.55	

BOND DEBT SERVICE

Broken Arrow Economic Development Authority Tax Apportionment Bonds, Taxable Series 2025

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>	<i>Bond Balance</i>	<i>Total Bond Value</i>
06/25/2025						27,620,000	27,620,000
12/01/2025			737,303.13	737,303.13		27,620,000	27,620,000
06/01/2026			850,734.38	850,734.38	1,588,037.51	27,620,000	27,620,000
12/01/2026			850,734.38	850,734.38		27,620,000	27,620,000
06/01/2027			850,734.38	850,734.38	1,701,468.76	27,620,000	27,620,000
12/01/2027			850,734.38	850,734.38		27,620,000	27,620,000
06/01/2028			850,734.38	850,734.38	1,701,468.76	27,620,000	27,620,000
12/01/2028			850,734.38	850,734.38		27,620,000	27,620,000
06/01/2029	160,000	5.500%	850,734.38	1,010,734.38	1,861,468.76	27,460,000	27,460,000
12/01/2029			846,334.38	846,334.38		27,460,000	27,460,000
06/01/2030	285,000	5.500%	846,334.38	1,131,334.38	1,977,668.76	27,175,000	27,175,000
12/01/2030			838,496.88	838,496.88		27,175,000	27,175,000
06/01/2031	340,000	5.500%	838,496.88	1,178,496.88	2,016,993.76	26,835,000	26,835,000
12/01/2031			829,146.88	829,146.88		26,835,000	26,835,000
06/01/2032	395,000	5.500%	829,146.88	1,224,146.88	2,053,293.76	26,440,000	26,440,000
12/01/2032			818,284.38	818,284.38		26,440,000	26,440,000
06/01/2033	460,000	5.500%	818,284.38	1,278,284.38	2,096,568.76	25,980,000	25,980,000
12/01/2033			805,634.38	805,634.38		25,980,000	25,980,000
06/01/2034	525,000	5.500%	805,634.38	1,330,634.38	2,136,268.76	25,455,000	25,455,000
12/01/2034			791,196.88	791,196.88		25,455,000	25,455,000
06/01/2035	595,000	5.500%	791,196.88	1,386,196.88	2,177,393.76	24,860,000	24,860,000
12/01/2035			774,834.38	774,834.38		24,860,000	24,860,000
06/01/2036	670,000	5.750%	774,834.38	1,444,834.38	2,219,668.76	24,190,000	24,190,000
12/01/2036			755,571.88	755,571.88		24,190,000	24,190,000
06/01/2037	750,000	5.750%	755,571.88	1,505,571.88	2,261,143.76	23,440,000	23,440,000
12/01/2037			734,009.38	734,009.38		23,440,000	23,440,000
06/01/2038	840,000	5.750%	734,009.38	1,574,009.38	2,308,018.76	22,600,000	22,600,000
12/01/2038			709,859.38	709,859.38		22,600,000	22,600,000
06/01/2039	935,000	5.750%	709,859.38	1,644,859.38	2,354,718.76	21,665,000	21,665,000
12/01/2039			682,978.13	682,978.13		21,665,000	21,665,000
06/01/2040	1,035,000	5.750%	682,978.13	1,717,978.13	2,400,956.26	20,630,000	20,630,000
12/01/2040			653,221.88	653,221.88		20,630,000	20,630,000
06/01/2041	1,140,000	6.250%	653,221.88	1,793,221.88	2,446,443.76	19,490,000	19,490,000
12/01/2041			617,596.88	617,596.88		19,490,000	19,490,000
06/01/2042	1,260,000	6.250%	617,596.88	1,877,596.88	2,495,193.76	18,230,000	18,230,000
12/01/2042			578,221.88	578,221.88		18,230,000	18,230,000
06/01/2043	1,385,000	6.250%	578,221.88	1,963,221.88	2,541,443.76	16,845,000	16,845,000
12/01/2043			534,940.63	534,940.63		16,845,000	16,845,000
06/01/2044	1,520,000	6.250%	534,940.63	2,054,940.63	2,589,881.26	15,325,000	15,325,000
12/01/2044			487,440.63	487,440.63		15,325,000	15,325,000
06/01/2045	1,670,000	6.250%	487,440.63	2,157,440.63	2,644,881.26	13,655,000	13,655,000
12/01/2045			435,253.13	435,253.13		13,655,000	13,655,000
06/01/2046	1,825,000	6.375%	435,253.13	2,260,253.13	2,695,506.26	11,830,000	11,830,000
12/01/2046			377,081.25	377,081.25		11,830,000	11,830,000
06/01/2047	1,990,000	6.375%	377,081.25	2,367,081.25	2,744,162.50	9,840,000	9,840,000
12/01/2047			313,650.00	313,650.00		9,840,000	9,840,000
06/01/2048	2,175,000	6.375%	313,650.00	2,488,650.00	2,802,300.00	7,665,000	7,665,000
12/01/2048			244,321.88	244,321.88		7,665,000	7,665,000
06/01/2049	2,365,000	6.375%	244,321.88	2,609,321.88	2,853,643.76	5,300,000	5,300,000
12/01/2049			168,937.50	168,937.50		5,300,000	5,300,000
06/01/2050	5,300,000	6.375%	168,937.50	5,468,937.50	5,637,875.00		
	27,620,000		32,686,468.97	60,306,468.97	60,306,468.97		

NET DEBT SERVICE

Broken Arrow Economic Development Authority Tax Apportionment Bonds, Taxable Series 2025

<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Total Debt Service</i>	<i>Debt Service Reserve Fund</i>	<i>Capitalized Interest Fund</i>	<i>Net Debt Service</i>	<i>Annual Net D/S</i>
12/01/2025			737,303.13	737,303.13	-23,937.33	-737,303.13	-23,937.33	
06/01/2026			850,734.38	850,734.38	-27,620.00	-850,734.38	-27,620.00	-51,557.33
12/01/2026			850,734.38	850,734.38	-27,620.00		-27,620.00	
06/01/2027			850,734.38	850,734.38	-27,620.00	-850,734.38	823,114.38	795,494.38
12/01/2027			850,734.38	850,734.38	-27,620.00		823,114.38	
06/01/2028			850,734.38	850,734.38	-27,620.00		823,114.38	1,646,228.76
12/01/2028			850,734.38	850,734.38	-27,620.00		823,114.38	
06/01/2029	160,000	5.500%	850,734.38	1,010,734.38	-27,620.00		983,114.38	1,806,228.76
12/01/2029			846,334.38	846,334.38	-27,620.00		818,714.38	
06/01/2030	285,000	5.500%	846,334.38	1,131,334.38	-27,620.00		1,103,714.38	1,922,428.76
12/01/2030			838,496.88	838,496.88	-27,620.00		810,876.88	
06/01/2031	340,000	5.500%	838,496.88	1,178,496.88	-27,620.00		1,150,876.88	1,961,753.76
12/01/2031			829,146.88	829,146.88	-27,620.00		801,526.88	
06/01/2032	395,000	5.500%	829,146.88	1,224,146.88	-27,620.00		1,196,526.88	1,998,053.76
12/01/2032			818,284.38	818,284.38	-27,620.00		790,664.38	
06/01/2033	460,000	5.500%	818,284.38	1,278,284.38	-27,620.00		1,250,664.38	2,041,328.76
12/01/2033			805,634.38	805,634.38	-27,620.00		778,014.38	
06/01/2034	525,000	5.500%	805,634.38	1,330,634.38	-27,620.00		1,303,014.38	2,081,028.76
12/01/2034			791,196.88	791,196.88	-27,620.00		763,576.88	
06/01/2035	595,000	5.500%	791,196.88	1,386,196.88	-27,620.00		1,358,576.88	2,122,153.76
12/01/2035			774,834.38	774,834.38	-27,620.00		747,214.38	
06/01/2036	670,000	5.750%	774,834.38	1,444,834.38	-27,620.00		1,417,214.38	2,164,428.76
12/01/2036			755,571.88	755,571.88	-27,620.00		727,951.88	
06/01/2037	750,000	5.750%	755,571.88	1,505,571.88	-27,620.00		1,477,951.88	2,205,903.76
12/01/2037			734,009.38	734,009.38	-27,620.00		706,389.38	
06/01/2038	840,000	5.750%	734,009.38	1,574,009.38	-27,620.00		1,546,389.38	2,252,778.76
12/01/2038			709,859.38	709,859.38	-27,620.00		682,239.38	
06/01/2039	935,000	5.750%	709,859.38	1,644,859.38	-27,620.00		1,617,239.38	2,299,478.76
12/01/2039			682,978.13	682,978.13	-27,620.00		655,358.13	
06/01/2040	1,035,000	5.750%	682,978.13	1,717,978.13	-27,620.00		1,690,358.13	2,345,716.26
12/01/2040			653,221.88	653,221.88	-27,620.00		625,601.88	
06/01/2041	1,140,000	6.250%	653,221.88	1,793,221.88	-27,620.00		1,765,601.88	2,391,203.76
12/01/2041			617,596.88	617,596.88	-27,620.00		589,976.88	
06/01/2042	1,260,000	6.250%	617,596.88	1,877,596.88	-27,620.00		1,849,976.88	2,439,953.76
12/01/2042			578,221.88	578,221.88	-27,620.00		550,601.88	
06/01/2043	1,385,000	6.250%	578,221.88	1,963,221.88	-27,620.00		1,935,601.88	2,486,203.76
12/01/2043			534,940.63	534,940.63	-27,620.00		507,320.63	
06/01/2044	1,520,000	6.250%	534,940.63	2,054,940.63	-27,620.00		2,027,320.63	2,534,641.26
12/01/2044			487,440.63	487,440.63	-27,620.00		459,820.63	
06/01/2045	1,670,000	6.250%	487,440.63	2,157,440.63	-27,620.00		2,129,820.63	2,589,641.26
12/01/2045			435,253.13	435,253.13	-27,620.00		407,633.13	
06/01/2046	1,825,000	6.375%	435,253.13	2,260,253.13	-27,620.00		2,232,633.13	2,640,266.26
12/01/2046			377,081.25	377,081.25	-27,620.00		349,461.25	
06/01/2047	1,990,000	6.375%	377,081.25	2,367,081.25	-27,620.00		2,339,461.25	2,688,922.50
12/01/2047			313,650.00	313,650.00	-27,620.00		286,030.00	
06/01/2048	2,175,000	6.375%	313,650.00	2,488,650.00	-27,620.00		2,461,030.00	2,747,060.00
12/01/2048			244,321.88	244,321.88	-27,620.00		216,701.88	
06/01/2049	2,365,000	6.375%	244,321.88	2,609,321.88	-27,620.00		2,581,701.88	2,798,403.76
12/01/2049			168,937.50	168,937.50	-27,620.00		141,317.50	
06/01/2050	5,300,000	6.375%	168,937.50	5,468,937.50	-2,789,620.00		2,679,317.50	2,820,635.00
	27,620,000		32,686,468.97	60,306,468.97	-4,139,317.33	-2,438,771.89	53,728,379.75	53,728,379.75

BOND SOLUTION

Broken Arrow Economic Development Authority Tax Apportionment Bonds, Taxable Series 2025

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Debt Service Adjustments</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
06/01/2026		1,588,038	-1,639,595	-51,557		51,557	
06/01/2027		1,701,469	-905,974	795,494	969,000	173,506	121.81%
06/01/2028		1,701,469	-55,240	1,646,229	2,038,000	391,771	123.80%
06/01/2029	160,000	1,861,469	-55,240	1,806,229	2,276,760	470,531	126.05%
06/01/2030	285,000	1,977,669	-55,240	1,922,429	2,420,295	497,866	125.90%
06/01/2031	340,000	2,016,994	-55,240	1,961,754	2,468,701	506,947	125.84%
06/01/2032	395,000	2,053,294	-55,240	1,998,054	2,518,075	520,021	126.03%
06/01/2033	460,000	2,096,569	-55,240	2,041,329	2,568,437	527,108	125.82%
06/01/2034	525,000	2,136,269	-55,240	2,081,029	2,619,805	538,776	125.89%
06/01/2035	595,000	2,177,394	-55,240	2,122,154	2,672,201	550,047	125.92%
06/01/2036	670,000	2,219,669	-55,240	2,164,429	2,725,645	561,216	125.93%
06/01/2037	750,000	2,261,144	-55,240	2,205,904	2,780,158	574,254	126.03%
06/01/2038	840,000	2,308,019	-55,240	2,252,779	2,835,762	582,983	125.88%
06/01/2039	935,000	2,354,719	-55,240	2,299,479	2,892,477	592,998	125.79%
06/01/2040	1,035,000	2,400,956	-55,240	2,345,716	2,950,326	604,610	125.78%
06/01/2041	1,140,000	2,446,444	-55,240	2,391,204	3,009,333	618,129	125.85%
06/01/2042	1,260,000	2,495,194	-55,240	2,439,954	3,069,520	629,566	125.80%
06/01/2043	1,385,000	2,541,444	-55,240	2,486,204	3,130,910	644,706	125.93%
06/01/2044	1,520,000	2,589,881	-55,240	2,534,641	3,193,528	658,887	126.00%
06/01/2045	1,670,000	2,644,881	-55,240	2,589,641	3,257,399	667,758	125.79%
06/01/2046	1,825,000	2,695,506	-55,240	2,640,266	3,322,547	682,281	125.84%
06/01/2047	1,990,000	2,744,163	-55,240	2,688,923	3,388,998	700,076	126.04%
06/01/2048	2,175,000	2,802,300	-55,240	2,747,060	3,456,778	709,718	125.84%
06/01/2049	2,365,000	2,853,644	-55,240	2,798,404	3,525,913	727,509	126.00%
06/01/2050	5,300,000	5,637,875	-2,817,240	2,820,635	3,596,431	775,796	127.50%
	27,620,000	60,306,469	-6,578,089	53,728,380	67,686,999	13,958,619	

DEBT SERVICE RESERVE FUND

Broken Arrow Economic Development Authority Tax Apportionment Bonds, Taxable Series 2025

Date	Deposit	Interest @ 2%	Principal	Debt Service	Balance
06/25/2025	2,762,000				2,762,000
12/01/2025		23,937.33		-23,937.33	2,762,000
06/01/2026		27,620.00		-27,620.00	2,762,000
12/01/2026		27,620.00		-27,620.00	2,762,000
06/01/2027		27,620.00		-27,620.00	2,762,000
12/01/2027		27,620.00		-27,620.00	2,762,000
06/01/2028		27,620.00		-27,620.00	2,762,000
12/01/2028		27,620.00		-27,620.00	2,762,000
06/01/2029		27,620.00		-27,620.00	2,762,000
12/01/2029		27,620.00		-27,620.00	2,762,000
06/01/2030		27,620.00		-27,620.00	2,762,000
12/01/2030		27,620.00		-27,620.00	2,762,000
06/01/2031		27,620.00		-27,620.00	2,762,000
12/01/2031		27,620.00		-27,620.00	2,762,000
06/01/2032		27,620.00		-27,620.00	2,762,000
12/01/2032		27,620.00		-27,620.00	2,762,000
06/01/2033		27,620.00		-27,620.00	2,762,000
12/01/2033		27,620.00		-27,620.00	2,762,000
06/01/2034		27,620.00		-27,620.00	2,762,000
12/01/2034		27,620.00		-27,620.00	2,762,000
06/01/2035		27,620.00		-27,620.00	2,762,000
12/01/2035		27,620.00		-27,620.00	2,762,000
06/01/2036		27,620.00		-27,620.00	2,762,000
12/01/2036		27,620.00		-27,620.00	2,762,000
06/01/2037		27,620.00		-27,620.00	2,762,000
12/01/2037		27,620.00		-27,620.00	2,762,000
06/01/2038		27,620.00		-27,620.00	2,762,000
12/01/2038		27,620.00		-27,620.00	2,762,000
06/01/2039		27,620.00		-27,620.00	2,762,000
12/01/2039		27,620.00		-27,620.00	2,762,000
06/01/2040		27,620.00		-27,620.00	2,762,000
12/01/2040		27,620.00		-27,620.00	2,762,000
06/01/2041		27,620.00		-27,620.00	2,762,000
12/01/2041		27,620.00		-27,620.00	2,762,000
06/01/2042		27,620.00		-27,620.00	2,762,000
12/01/2042		27,620.00		-27,620.00	2,762,000
06/01/2043		27,620.00		-27,620.00	2,762,000
12/01/2043		27,620.00		-27,620.00	2,762,000
06/01/2044		27,620.00		-27,620.00	2,762,000
12/01/2044		27,620.00		-27,620.00	2,762,000
06/01/2045		27,620.00		-27,620.00	2,762,000
12/01/2045		27,620.00		-27,620.00	2,762,000
06/01/2046		27,620.00		-27,620.00	2,762,000
12/01/2046		27,620.00		-27,620.00	2,762,000
06/01/2047		27,620.00		-27,620.00	2,762,000
12/01/2047		27,620.00		-27,620.00	2,762,000
06/01/2048		27,620.00		-27,620.00	2,762,000
12/01/2048		27,620.00		-27,620.00	2,762,000
06/01/2049		27,620.00		-27,620.00	2,762,000
12/01/2049		27,620.00		-27,620.00	2,762,000
06/01/2050		27,620.00	2,762,000	-2,789,620.00	
	2,762,000	1,377,317.33	2,762,000	-4,139,317.33	

Yield To Receipt Date:	2.0000292%
Arbitrage Yield:	6.3744684%
Value of Negative Arbitrage:	1,498,887.27

CAPITALIZED INTEREST FUND

**Broken Arrow Economic Development Authority
Tax Apportionment Bonds, Taxable Series 2025**

<i>Date</i>	<i>Deposit</i>	<i>Interest @ 4%</i>	<i>Principal</i>	<i>Scheduled Draws</i>	<i>Balance</i>
06/25/2025	2,348,403.97				2,348,403.97
12/01/2025		40,651.80	696,651.33	737,303.13	1,651,752.64
06/01/2026		33,035.05	817,699.33	850,734.38	834,053.31
12/01/2026		16,681.07	834,053.31	850,734.38	
	2,348,403.97	90,367.92	2,348,403.97	2,438,771.89	

Yield To Receipt Date: 4.0000000%
 Arbitrage Yield: 6.3744684%
 Value of Negative Arbitrage: 50,980.34

PROJECT COSTS

Broken Arrow Economic Development Authority Tax Apportionment Bonds, Taxable Series 2025

<i>Date</i>	<i>Deposit</i>	<i>Interest @ 4%</i>	<i>Principal</i>	<i>Scheduled Draws</i>	<i>Balance</i>
06/25/2025	21,201,619.05				21,201,619.05
12/01/2025		367,008.40	-367,008.40		21,568,627.45
06/01/2026		431,372.55	21,568,627.45	22,000,000	
	21,201,619.05	798,380.95	21,201,619.05	22,000,000	

Yield To Receipt Date:	4.0000000%
Arbitrage Yield:	6.3744684%
Value of Negative Arbitrage:	453,079.49

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.

WHEREAS, the Broken Arrow Economic Development Authority (the “Authority”) has been created by a Trust Indenture dated November 19, 1973, as supplemented and amended by an Amendment to Trust Indenture dated March 11, 1982, as supplemented and amended by a Second Amendment to Trust Indenture dated August 4, 1983, and as further supplemented and amended by a Third Amendment to Trust Indenture dated March 18, 2014, for the use and benefit of the City of Broken Arrow, Oklahoma (the “City”), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.4, inclusive, as amended and supplemented (the “Act”), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the Hackberry Market Economic Development Project Plan (the “Project Plan”) by Ordinance No. 3875 on May 6, 2025 (the “TIF Ordinance”), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes 2021, Section 850, *et seq.* as amended (the “Local Development Act”); and

WHEREAS, the City, by virtue of the TIF Ordinance, and as commenced effective July 1, 2025, extending for a term of twenty-five years ending June 30, 2050, pursuant to Resolution No. 1654 adopted and approved by the City on May 6, 2025, has created Increment District No. 6, City of Broken Arrow (the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the Authority, the City, and Hackberry Market, LLC (including its successors and assigns, the “Developer”), desire to enter into a Development Financing Assistance Agreement (the “Development Agreement”) for the purpose of providing a framework for the completion of

the proposed development within the Increment District described as the Project in the Project Plan; and

WHEREAS, the Authority and the City have agreed to provide assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act), including specifically the reimbursement of authorized Project Costs, all as more fully set forth in the Economic Development Agreement; and

WHEREAS, the City heretofore adopted Resolution No. 1667 dated June 2, 2025, authorizing the issuance of certain obligations and approving documentation relating thereto; and

WHEREAS, the City desires to restate in their entirety the provisions of Resolution No. 1667 and grant approval for the issuance of the obligations by the Authority to implement the Project Plan and accomplish the Project.

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

SECTION 1. AUTHORITY THE DESIGNATED PUBLIC ENTITY. The Authority is designated as the public entity authorized to assist the City in carrying out and administering the provisions of the Project Plan and to exercise all powers necessary thereto except those powers reserved to the City by the TIF Ordinance and the Local Development Act.

SECTION 2. INDEBTEDNESS AUTHORIZED. The Authority is hereby authorized to incur an indebtedness by the issuance of its Tax Apportionment Bonds, Series 2025 (Hackberry Market Increment District Project) in one or more series, in the aggregate principal amount of not to exceed \$28,000,000.00 (the “Bonds”), according to the terms and conditions of a General Bond Indenture, as supplemented and amended by a Series 2025 Supplemental Bond Indenture, both by and between the Authority and BancFirst, as Trustee (collectively, the “Indenture”), provided that said Bonds shall never constitute a debt of the City of Broken Arrow, Oklahoma (the “City”).

SECTION 3. ORGANIZATIONAL DOCUMENT SUBJECT TO INDENTURE. The organizational document creating the Authority, is hereby made subject to the terms of the Indenture authorizing the issuance and securing the payment of the Bonds as more fully described in Section 2 hereof.

SECTION 4. WAIVING COMPETITIVE BIDDING; APPROVAL OF SALE PROCEEDINGS. The waiving of Competitive Bidding for the sale of said Bonds and the sale of said Bonds by the Authority pursuant to a Bond Purchase Agreement with BOK Financial Securities, Inc. (the “Underwriter”) as designated in a Certificate of Determination of the Authority to be executed prior to closing the Bonds, is hereby approved and the Mayor or Vice Mayor is authorized to approve any changes or additions to said Bond Purchase Agreement.

SECTION 5. SECURITY AGREEMENT. The Security Agreement by and between the Authority and the City (the “Security Agreement”) pertaining to the transfer of the Sales Tax Increment Revenues (as defined in the TIF Ordinance) to the Authority in furtherance of the implementation of the Project Plan, is hereby approved and the Mayor or Vice Mayor and City Clerk

or Deputy City Clerk are hereby authorized to execute same for and on behalf of the City, and to do all other lawful things to carry out the terms and conditions of said Security Agreement.

SECTION 6. OFFICIAL STATEMENT AND CONTINUING DISCLOSURE AGREEMENT. The Continuing Disclosure Agreement and Official Statement pertaining to the Bonds, forms of which are incorporated herein by reference, are hereby approved with such additions, omissions and changes as may be approved by the persons executing the same, and the Mayor and City Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the Mayor, Vice Mayor or City Manager is authorized to sign the Official Statement for and on behalf of the City.

SECTION 7. ASSISTANCE IN DEVELOPMENT FINANCING. The use of assistance in development financing, as contemplated in the Development Agreement, and as authorized by Section 853(14)(o) of the Local Development Act, is hereby approved.

SECTION 8. DEVELOPMENT AGREEMENT. The Development Financing Assistance Agreement by and among the Authority, the City, and Hackberry Market, LLC, as Developer (the “Development Agreement”) is hereby approved and the Mayor or Vice Mayor and City Clerk or Deputy City Clerk are hereby authorized to execute same for and on behalf of the City, and to do all other lawful things to carrying out the terms and conditions of said Development Agreement.

SECTION 9. APPROVING DOCUMENTS; AUTHORIZING EXECUTION. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk at the closing of the above referenced bond issue is hereby authorized to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the City; and to execute, record and file any and all the necessary financing statements, security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

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PASSED AND APPROVED THIS 16TH DAY OF JUNE, 2021.

CITY OF BROKEN ARROW, OKLAHOMA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Broken Arrow, Oklahoma.

I further certify that the City Council of the City of Broken Arrow, Oklahoma, held a Regular Meeting at 6:30 o'clock p.m., on June 16, 2025, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Council Members present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 16TH DAY OF JUNE, 2025.

CITY OF BROKEN ARROW, OKLAHOMA

(SEAL)

City Clerk



City of Broken Arrow

Request for Action

File #: 25-859, Version: 1

**Broken Arrow City Council
Meeting of: 06/16/2025**

Title:

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

Background:

The proposed Fiscal Year 2025-2026 budget was presented to the City Council at a special meeting on May 22, 2025. A Public Hearing on the proposed Fiscal Year 2026-2026 budget was held at the regularly scheduled June 2, 2025 City Council meeting. The proposed budget under consideration totals \$454,000,499

Cost: \$454,000,499

Funding Source: N/A

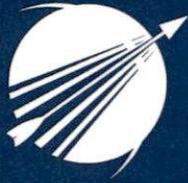
Requested By: Cynthia S Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Resolution #1669 and FY 26 Budget Summary

Recommendation:

Approve resolution 1669 and authorize its execution



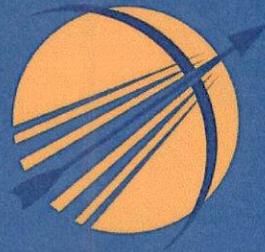
BROKEN ARROW

Where opportunity lives

CITY OF BROKEN ARROW

FISCAL YEAR
2026 ANNUAL BUDGET
2027 FINANCIAL PLAN





EXECUTIVE SUMMARY

CITY OF
BROKEN ARROW
BROKEN ARROW, OKLAHOMA

FISCAL YEAR 2026

FISCAL YEAR 2026 EXECUTIVE SUMMARY

Every year the annual municipal budget process gives the Council and Administration the opportunity to do several things which include: (1) Review and confirm the priorities of local government; (2) Determine our service levels based on those priorities and sustainable resources available; and (3) Thoroughly plan our program of work and then implement within operations over the fiscal year (FY). As is mentioned in each executive summary, it is critical that our proposed actions build upon past successes and continue to advance our top priorities.

In the end, it's all about maintaining a great quality of life in Broken Arrow. To maintain the high standards that we have set for ourselves, we must have a solid financial foundation that sustains the operations we implement for the community. As mentioned on numerous occasions, it will be the Administration's #1 priority to build a municipal budget that meets the community's expectations and is financially sustainable. This approach includes both the short-term and long-term viability of the organization, and the proposed budget for the next fiscal year does continue to employ a prudent approach to maintaining the great quality of life that currently exists in Broken Arrow. Our focus will always be on vision, mission, and opportunities that will accomplish the plan by maintaining our pledge to our top six organizational priorities which are as follows:

1. Public safety services and the community's well-being.
2. Economic development administration focusing on growth and prosperity.
3. Innovative municipal government operations.
4. Fiscal sustainability and strategic public investments (capital improvement program).
5. Transformational initiatives that help us remain a thriving and healthy community.
6. Transparency and Communications.

The Finance team advises that our budget now has a total of 36 different funds. Included in the FY26 Budget Book is a breakdown on proposed expenditures and fund balances where applicable for each of these funds. The Finance team has done an excellent job of putting together a booklet that provides the governing body with great information on each fund in order to make informed decisions on the proposed budget.

MUNICIPAL BUDGET PROCESS

In full transparency, let me share some details about our annual budget process. It begins with a meeting in early January with the Finance team to discuss the upcoming fiscal year and to establish budget parameters (e.g., revenue projections for the year ending, preliminary revenue projections for the upcoming fiscal year, Council priorities, fund balances, etc.). This year we declared the week of March 10th, Budget Week. With this approach, it gives the Leadership team an overall picture of FY26 with the requests submitted. During the week, we spend many hours reviewing requests from directors on their needs for operations and capital improvements. We focus heavily on needs and how best to fund what is necessary to maintain a great quality of life. Adjustments were made when deemed essential to accomplish the goals and objectives and to focus on the areas on the following page.

- How can we better serve the community through each respective department.
- Constantly seek opportunities to run the operations more efficiently and effectively.
- How do we manage our resources to ensure that our infrastructure is being maintained while preserving and enhancing our financial position?
- Update on our on-going development plans for employee training AND our succession planning efforts to prepare future organizational leaders and managers.

Once Budget Week was completed, my office works with the Finance team to begin balancing the budget with the resources available and then finalizing the plan for submission to the City Council for review, consideration and ultimately approval.

FY26 BUDGET CONSIDERATIONS AND CONCERNS

Overall, while we have seen a slow-down in sales and use tax receipts, the fiscal health of the city right now is very stable. Our over-arching goal will always be to balance operational needs with maintaining a conservative approach to the use of our available revenues. As stated in previous budget messages, every increase in “on-going” expenses are seriously evaluated since they will have an impact on future budgets. We will end FY25 strong but with a negative net income of \$3,812,919. We used net income and fund balance to fund a transfer to supplement the funding of the public infrastructure to support the amphitheater. Without the transfer, our estimated net income for FY25 would be just over \$1.8 million for the General Fund.

Next, the Administration is pleased to note that our reserves are adequate at this time to temporarily offset any unforeseen situation or circumstances we could face (e.g., natural or man-made disasters, a down-turn in the economy, unanticipated increases in the cost of doing business, etc.). However, our reserves are only temporary relief.

With regard to operating revenues and expenses, we anticipate that they will continue to be sustainable but must be watched closely. We expect the expenses of the public safety departments, to exceed available revenues in the early 2030s. Case in point, for FY 2026, the City must absorb an increase in our contributions to the police pension fund as a result of a Bill passed in 2024. The estimated cost for said increase is approximately \$185,000 for this fiscal year alone. When this happens, we will become overly reliant on fund reserves. We need to continually monitor this inevitability until additional revenue sources can be identified and implemented. This is why we need to continue to look for new sources of revenue and lobby the state legislature for implementing

a different municipal tax model to create more sustainable revenue sources. Honestly, this continues to be one of my main concerns for the long-term sustainability of the municipal budget.

Let me also mention that nearly everything continues to cost more. Inflation, supply-chain issues, and availability of supplies and materials is a huge challenge right now. This is why directors, finance officials, and city administration are continually scrutinizing the approved budget throughout the year to ensure our expenses are staying on-track with anticipated revenues.

Next, our bond rating remains unchanged which continues to demonstrate that Broken Arrow is a great investment. This is good news as it helps ensure that we get the best rates when we issue bonds. I am pleased to report that our expenditures through April 2025 are coming in below what we originally projected. This is largely due to our conservative approach and ability to prepare for the unknown.

Regarding our revenues, the Manual of Fees has slight increases proposed for certain user-related services, especially in our utilities. The rate model calls for small increases for services provided to cover the cost of operations, capital improvement investments, and debt-service for monies borrowed from the Oklahoma Water Resources Board. We are concerned about customers understanding the cost of operations and the rate we charge our customers for services. Personnel and department operational expenses (wages/benefits, utilities, gas, and even pens, pencils, and paper, etc.) are all higher than in the past and there doesn't seem to be any relief in sight. We will definitely be implementing a comprehensive education campaign on the cost of business and the services we provide.

Finally, as mentioned in all previous budget messages, Oklahoma is one of the last states in America that uses sales tax as the primary revenue source to fund General Fund operational expenses. It is enormously challenging to precisely estimate revenues in such an unpredictable system. Because our state continues to use this antiquated business model, we spend an excessive amount of time chasing sales tax type businesses to give our citizens more opportunities to shop local, therefore maintaining and growing our tax base.

FINANCIAL SUMMARY - PROPOSED FY 2026 MUNICIPAL BUDGET

The proposed FY26 Municipal Budget includes planned expenditures of \$454,000,499 a decrease of \$18,197,741 or 3.85% over FY25 originally budgeted expenditures of \$472,198,240. The primary reasons for the decrease from last year's approved budget is the anticipated bond sale for this FY is less than last year's sale, and many projects were completed this year. There are multiple capital projects that are in one phase or another of construction. The breakdown of the FY26 proposal are as follows:

- Operational Expenses: \$181,147,810 increase of \$15,703,123 or 9.49%
- Capital Outlay: \$230,759,433 decrease of \$36,401,370 or 13.62%
- Debt Service: \$42,093,256 increase of \$2,500,456 or 6.31%

GENERAL FUND

The total proposed budget for our General Fund, which includes expenditures, transfers out, and budgeted ending Reserve and Unreserved Fund balances is \$153,662,215. Proposed expenditures, including transfers:

- \$120,978,215, an increase of \$5,217,309 or 4.5% over the FY25 budget. The budget proposal shows a net income of \$553,848.
- Fund balance at the end of FY26 (June 30, 2026) is estimated to include \$20,755,574 in restricted fund balance (to meet our reserve policy and compensated absences) and \$11,928,426 unrestricted for a total of \$32,684,000 in fund balance.

PUBLIC SAFETY FUNDS

By ordinance (approved in 2015) we are required to ensure each department receives a dedicated portion (Police 36.7% and Fire 30.7%) of all available General Fund current operating revenues. Based on current total expenses for the police and fire departments, public safety consumes all operational sales tax we have available along with 25.2% of all other General Fund revenues available (e.g., franchise fees, permit fees, court, revenue, etc.) for all operations. This fact means that all other General Fund departments (e.g., Parks, Community Development, Economic Development, General Administration, etc.) must operate with the remaining 74.8% of General Fund revenue.

As noted in previous budget messages, because of the ever-increasing costs of collective bargaining and maintaining a high-level of service the community has come to expect, we must find an additional dedicated funding source for public safety. The following is the current status of the police and fire sales tax funds respectively:

POLICE SALES TAX FUND

I am pleased to report to Council that our Police Sales Tax Fund maintains a healthy fund balance. The anticipated fund balance ending June 30, 2025, is at \$29.5 million which is significantly higher than projected for FY25. This is a result of a conservative approach to revenue projections and approved expenditures. The Finance Department anticipates revenues for FY26 are approximately \$44,636,514 and expenses of \$40,373,399 leaving a fund balance projection of just over \$33.8 million as of June 30, 2026. Please note we are currently in collective bargaining negotiations with Fraternal Order of Police Lodge #121. The results of the negotiations could change what has been included for FY26 expenditures which will change the ending fund balance. 42% of the requested Police capital is reflected in their fund with the other remaining in the Sales Tax Capital Improvement Fund (STCI) or in the Vehicle Replacement Fund - total capital for FY26 is \$3,684,700. which includes 21 fully equipped police vehicles that will replace older high mileage patrol cars, and other miscellaneous projects.

FIRE SALES TAX FUND

The estimated fund balance ending June 30, 2025, is \$15,209,226. Anticipated revenues for FY26 are \$34,495,606 with expenses of \$32,558,002 leaving a fund balance in excess of \$17 million. Currently the city is in negotiations with International Association of Firefighters Local #2551 which could

change the anticipated expenditures and affect the ending fund balance. All capital, except the money that is a pass-through with Wagoner County comes out of STCI Fund or the Vehicle Replacement Fund. FY26 total capital is \$2,745,000 which includes: Training Center HVAC, remount two ambulances, cardiac monitor replacement, annual replacement of bunker gear, replacement of a staff vehicle and various miscellaneous equipment.

PERSONNEL

The most important resources we have are our employees. They continue to be the most critical piece of the organization’s success in serving our citizens and businesses. Currently, we have a total of 1,008 authorized positions. (Full-time 897, Part-time 13, and Seasonal 97). Of these 1,007 positions, 719 are in the Governmental Funds including Police and Fire Departments. A detailed analysis reveals that our personnel expenses make up 68% of the General Fund, 80.8% of Police Sales Tax Fund and 89.78% of the Fire Sales Tax Fund. Providing all the essential services necessary for the community to thrive is an extremely important responsibility, and we couldn’t accomplish this without the hard work and dedication of so many.

A cost-of-living adjustment has been included in the proposed budgets for all non-bargaining unit employees. Additionally, all non-public safety employees who meet their performance goals, are eligible to receive a merit increase within their salary ranges. Regarding the FOP Lodge #170 and IAFF Local #2551, negotiations are on-going for new agreements.

Each year, my office receives a multitude of requests for additional positions. These requests are evaluated very closely and then prioritized. My last step is to determine funds available to add any new positions. To ensure we meet the expectations the community has for our organization, as part of next year’s spending plan, my budget proposal includes adding 12 new positions in the various funds. The new positions proposed include:

NEW POSITIONS FOR FY26

General Fund

Information Technology

Communication Technician

Parks and Recreation:

Irrigation Crew Leader

Broken Arrow Municipal Authority (BAMA)

Streets and Stormwater:

Crew Chief Operator & Service Workers (2)

Utilities:

Crew Supervisor & Service Workers (2)

Water Quality Tech

Engineering:

Project Engineer

Public Safety

Fire:

Warehouse and Medical Supply Technician

POLICE DEPARTMENT

The current authorized force is 156. A Needs Assessment was completed last year to help determine the strengths and operational opportunities needed in the future. The challenge will be identifying the sustainable funding needed to implement the findings of the study. Regarding uniformed police officers, there is no doubt in my mind that in the coming years we will need to increase the number of employees we have in the police department in both the officer and support staff. Currently we have been over-hiring officers to ensure we account for anticipated retirements. By continuing to do this we will hopefully be able to remain at full strength.

City administration is currently working with the leadership from Broken Arrow Public Schools to re-establish the School Resource Officer Program (SROs) back into the school system. The SROs serve as liaisons to community services that support the well-being of youth and their families. SROs help educate students on crime prevention, safety measures (e.g., school shooter drills), drug awareness, conflict resolution strategies, and insights into the legal system and law enforcement operations. Chief Arnold is working with his counterparts at the district on this initiative.

FIRE DEPARTMENT

For Fire personnel, last year Council approved, the Fire Chief to over-hire the current authorized strength by 12 firefighters/paramedics to help with day-to-day operations. I'll share more about these 12 positions in the Public Safety Services section. This resulted in four additional personnel on each shift or 57 employees per shift. The recommended personnel will give us some additional capacity to avoid falling below the agreed upon minimum staffing number of 40, which triggers the need for call-back overtime. The justification is there to continue the over-hiring plan.

FY26 WORK PLAN PRIORITIES

Maintaining a great quality of life in Broken Arrow is our focus. We do this by staying locked in on our six most important responsibilities. The executive summary highlights some examples of the Work Plan for FY 2026.

PUBLIC SAFETY SERVICES

Police Department

Our new Chief of Police, Lance Arnold, started work in early January 2025. Chief Arnold continues his orientation into the department and community. He is currently working on an update to the department's strategic plan or vision. I am excited to learn the outcomes from this process. I'd like to highlight two areas:

First, a major part of the Chief's orientation is reviewing and implementing the results of the Matrix Consulting Group's Comprehensive Needs Assessment completed for our Police Department. The results of the study were presented to the City Council in October 2024. This study was commissioned to provide an independent and objective assessment of the Police Department's staffing and organizational needs based on the work that staff was currently handling in each functional area as well as alternatives to existing practices. Importantly, the study was to include a review of current staffing, complaint handling, policies, management

systems and training.

Secondly, implementation of our Real Time Information Center (RTIC) initiative. The RTIC can be defined as a diversified approach to proactive policing using technology. I will be asking Chief Arnold to provide a more detailed update to the City Council and community this fall. Technology has advanced to the point at which a RTIC is a force multiplier. Future enhancements will include the ability for businesses, schools, and private entities to share video footage of public spaces if the need should arise for police involvement. The most notable scenario would be that of an active shooter. The school district, hospitals, or other entity would be able to share live footage to enable officers to quickly respond to the exact location and end the situation.

Fire Department

There are some exciting things in store for the Broken Arrow Fire Department (BAFD) in Fiscal Year 2026. The department has already begun another hiring process to maintain the 12 additional firefighters previously hired under the Staffing for Adequate Fire and Emergency Response (SAFER) grant awarded in January 2025. As a reminder, the federal SAFER grant is reimbursing the city for the salaries and benefits of 12 firefighters for three years provided Broken Arrow maintains a staffing level of approximately 187.

These additional firefighters will allow the city to offer more emergency response services to our citizens by operating additional ambulances (Squads 8, 9, and 10), as needed, during peak hours. The extra staffing will also reduce firefighter fatigue and nearly eliminate the need for mandatory overtime. Finally, the department will be able to allow more firefighters to attend internal and external training programs.

This fiscal year, we will move forward with Fire Station 8, which was funded by the 2018 GO BOND. The station will be co-located with the Fire and Police Training Center in the northeast portion of the city. This location was specifically selected to provide a significant reduction in Fire Department response times to those nearby citizens.

Because approximately 80% of the Fire Department responses are related to emergency medical calls, the city's focus on providing a highly reliable and effective ambulance fleet remains paramount. Annually the Fire Department has numerous capital items that are replaced on a rotating schedule to ensure the highly technical equipment is dependable and ready at a moment's notice. This year the Fire Department will remount ambulances, computers, radios, cardiac monitors, and numerous other apparatus and equipment to ensure that our public safety professionals continue to have the tools and training they need to serve our community.

The Fire Department is continuing to prepare for the future. Again, this year, BAFD will continue a partnership with Family and Children Services to address a growing number of mental wellness and substance abuse issues throughout the community. BAFD is also working with Venu (formerly Notes Live) to ensure the new amphitheater is a safe environment for all citizens to enjoy.

Finally, the Fire Department is most excited about the quality-of-life improvements that are being considered in the 2026 GO BOND issue. Whether it is public safety, parks, streets, or another

initiative, next year Broken Arrow has the opportunity to define who and what we're going to be for generations to come.

ECONOMIC DEVELOPMENT ADMINISTRATION

We continue to experience growth and prosperity in all parts of our community. Our number #1 priority is to maintain an environment that promotes private investment.

Currently we have multiple retail/commercial projects coming on-line that total well over 600,000 square feet of space. The Innovation District (Arrow Forge) is taking shape. And working with our partner at the Economic Development Corporation (EDC), our focus will be the retention of existing jobs and creation of new jobs, additional opportunities to shop local, and quality housing developments. On the following pages updates on several of the exciting initiatives we have going on right now.

Innovation District – Arrow Forge

It's exciting that Arrow Forge is moving forward now with the basic infrastructure improvements (e.g., water/sewer, roads and stormwater, etc.) currently under construction and slated for completion in the fall of 2025. We anticipate announcing the first business for Arrow Forge this summer. The EDC will continue to focus on recruiting companies in the important industries of advanced manufacturing and aerospace.

Rose District

It was exciting that we acquired the Grain Tower last year. The Council has authorized an expansion plan for the Rose District Plaza, and it is anticipated the funds needed for the project will be included in the 2026 Bond Package. This investment, if approved by voters, will expand our current place-making space, provide additional opportunities for the Farmer's Market, and meet the Council's goal of maintaining a small-town feel in our award-winning downtown.

The private sector continues to believe this area is still a great investment. Downtown continues to see new commercial, retail, restaurant, and housing developments happen. While there will always be some level of transition, there is a tremendous amount of stability in the downtown area. Let me also mention that in FY26 we will mill and overlay Main Street from Houston to Washington streets and in FY27 we will perform street maintenance work from Houston Street north.

Downtown Master Plan

Pursuant to the discussion at the May 22, 2025, budget workshop, this year's work plan will include an initiative to update the Downtown Master Plan starting in the first quarter of 2026. To facilitate this process, it is recommended that a consultant be retained to assist. Subject to Council final approval, a committee made up of citizens, businesses, and our partners at the school district and Chamber will be created. This initiative will give the City the opportunity to review our successes, identify new opportunities for continued investment and reinvestment in the downtown and identify challenges to be overcome. This initiative will include the south part of Main Street all the way to Washington. It is anticipated that it will take 12 to 18 months to complete the review and develop recommendations.

New Orleans Square

We continue to see investment and reinvestments at New Orleans Square (NOS). The current business occupancy rate is in the high 90s. NOS is the home of our annual Block Party - 4th of July celebration - and continues to be a big draw. And finally, earlier this year, Council agreed to re-establish the Citizens Advisory Committee to continue the conversation on future development of NOS.

Aspen Ridge and Surrounding Area

The new Reasor's opened last summer in the development and is performing very well. The developer is currently working on building the remaining 200,000 square feet in the economic development agreement and finalizing a plan for the apartments. Earlier this year the City sold 14 acres on the west side of Aspen Avenue and selected a developer that will bring additional commercial and retail development to the property. We should start to see construction by the end of 2025.

Adams Creek Town Center

A couple of years ago, the City approved a sales tax only Tax Increment Finance District (TIF) to help with the necessary infrastructure investments. When this project along County Line Road is completed, this will be a \$50-plus million commercial/retail project east of the existing Lowe's home improvement store. Due to some unforeseen obstacles, the developer had to push back plans to break ground until 2025. We anticipate for construction to start before the end of 2025.

The Shops at Aspen Creek

Last year, the City acquired three of the four remaining parcels in the development. Currently, the Administration is negotiating an economic development agreement to bring a large retail/commercial project to phase one of the four remaining phases. The partnership will bring national companies to the area and provide the community more opportunities to shop local.

Project Sunset – Amphitheater Partnership with VENU (formerly Notes Live)

The infrastructure work continues for this project. It is anticipated that all basic infrastructure work the City is required to complete per the agreement will be finished in September of this year. We will still need to complete the new road east of Rosewood Elementary School as soon as we have received permission from the railroad and secure the remaining right-of-way (ROW) for the new road.

Venu provided an update on their side of the project at the May 6, 2025 meeting announcing that concerts are expected to begin in 2026. The update also provided news that Venu will increase their total investment by approximately 30 million to just north of \$100. This is not only exciting for the city, but also NSU-BA. As mentioned last year, once opened, the new venue will economically transform the southeast side of our community and become an entertainment draw for the entire city and region.

Tourism

The tourism department, known as Visit Broken Arrow, has had an exciting year marked by several major initiatives. A highlight was the launch of a \$100,000 film incentive program—the second largest municipal incentive in Oklahoma. The team also overhauled the Visit Broken Arrow website, adding interactive maps and detailed information on local venues and attractions to better serve visitors. A playful new mascot, Bullseye, made his debut with a 20-foot advertisement at the Tulsa International Airport and will continue to represent the city's family-friendly charm. Additionally, the team has been developing a new three-year Strategic Plan, with consultant recommendations expected soon. There's more on the horizon for Broken Arrow tourism as our city continues to have a reputation of being a safe and family-friendly place to visit!

Economic Development Corporation

I also feel that it is important to share some highlights from our Economic Development Corporation (EDC). We're excited about the momentum heading into FY26. At the forefront is Arrow Forge, where we anticipate we will be announcing the anchor tenant this summer. Additionally, we are ramping up targeted marketing and recruitment efforts to attract companies in aerospace, advanced manufacturing, and research and development. Our goal is to position Arrow Forge as a regional center for innovation and a destination for forward-thinking businesses who want to access world class talent and ongoing workforce development.

As part of our ongoing Business Retention and Expansion (BRE) efforts, we're actively engaging with local employers—particularly those experiencing significant growth. Notable recent examples include Zeeco's announcement of a 200,000-square-foot expansion and Solar Turbines' addition of 22,000 square feet of manufacturing space at their Broken Arrow facility. Solar Turbines has also committed to adding 150 new jobs over the next three years, underscoring their confidence in our local business climate. Our team continues to work closely with these and other companies to ensure they have the resources and support needed to sustain and grow their operations in Broken Arrow.

We're also expanding our entrepreneurship programming to offer more robust support for local startups and small businesses. This includes access to capital, mentorship, and technical assistance to help foster a strong pipeline of homegrown businesses. Additionally, we are in the process of launching 1 Million Cups chapter in Broken Arrow. We are also reviewing cohort style programming for new entrepreneurs or existing small businesses and expect to announce that programming this year.

Finally, workforce development remains a top priority. We're deepening collaboration with education partners, industry, and workforce agencies to align talent pipelines with employer needs—especially in skilled trades, engineering, and healthcare driven roles. These efforts are critical to supporting both existing employers and the new talent demands we anticipate through recruitment and expansion.

INNOVATIVE MUNICIPAL GOVERNMENT OPERATIONS

New Municipal Services Building (City Hall)

Last year, the Council approved the creation of a Citizens' Advisory Committee to review options to renovate and expand the current facility or build a new one. We need a new facility that represents and meets the needs of a community the size of Broken Arrow. The Committee has completed its work, and a recommendation will be submitted this summer. Once Council has selected an option, the

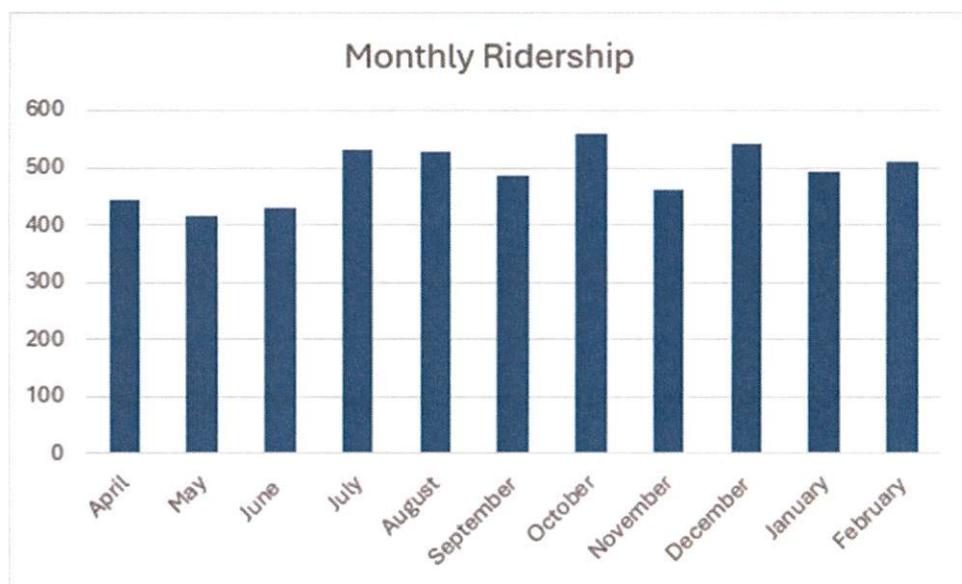
programming and design phase will begin. The overall goal continues to be for the new facility to be out to public bid in the late summer of 2026.

Citizen Survey

Last year, we surveyed the community asking for feedback on the community’s direction and their thoughts on the possible projects for the 2026 Bond Package. Regarding the portion of the survey on “how we’re doing” as an organization, the results revealed that overall, the community believes we are very transparent and supports the current direction of the city. Each department director has reviewed the findings in their respective areas, and they are working on even better ways to serve our citizens.

Public Transportation - Micro-Transit Pilot Program

The Broken Arrow Transit (BAT) launched a pilot program last year. We also saw the completion of Phase 1. The results of the pilot were astounding; especially compared to the ridership of the former bus transit. Phase 2 will be completed this summer with the results presented to the Council. It is anticipated that the final phase will be implemented later this summer.



Information Technology

IT Communications: FY26 investments - Bucket truck, additional technician

- Currently maintains facilities badge access hardware, optic fiber, city cameras, and the state's second-largest radio network supporting Broken Arrow Police, Dispatch, and Fire.
- FY26 budget will allow servicing of new technology at street intersections, Rose District, New Orleans Square, and community events in addition to having the means to support the new technologies for the Real Time Information Center, future Traffic Operations Center, and Tourism and Economic Development.

GIS Division: FY26 investments - data gathering technology, data portal licensing

- Currently, we have developed citizen-facing applications for Solid Waste and Recycling and created a data portal for Tourism and Economic Development.

- FY26 budget will allow continued innovation and support departments with new data technologies and provide more data reporting and support for public community events.

FISCAL SUSTAINABILITY AND PUBLIC INVESTMENTS

In addition to day-to-day operations, some of the most significant areas of focus include communications and transparency, economic development administration, public safety, and public infrastructure. The proposed work plan continues the implementation of the priorities we have been discussing over the last couple of years. The following are some of the exciting highlights planned for the upcoming Fiscal Year.

City Financial Policies

The City Council has established budgetary policies that provide direction for the City Administration to follow as the budget is prepared and administered throughout the fiscal year. Resolution No. 1225 requires a 15% fund balance for the General Fund, and Resolution No. 944 requires 90 days for the BAMA emergency reserves. Going into FY26, we are fortunate to exceed both resolutions. Maintaining these balances helps in many ways, the main two being: (1) Funds for unforeseen circumstances that happen after the budget is adopted; and (2) Bond ratings for the issuance of debt for projects and initiatives.

Street Maintenance Program

The City has been collecting the repurposed Vision 2025 funds for street and road maintenance work since early 2017. It is estimated that the tax will generate almost \$5.2 million in FY26. Each Fiscal Year our Streets and Stormwater Department develops and implements a detailed work plan for use of the funds. As recommended by staff, Section 5 details the proposed use of funds for street maintenance and repairs for FY26. At the budget workshop, Streets Director Tim Wilson will provide the annual report on the proposed use of funds for FY26. The final element of our street maintenance plan is the use of funds from Proposition 1 of the 2018 GO Bond package.

Proposed 2025 General Obligation Bond Sale

As a reminder, in the 2018 voter-approved Bond Package, there are 55 “named” projects and another 33 “unnamed” projects totaling \$210,525,000. Annually, the City sells a specific amount of this overall total. This amount changes from year to year based upon how much capacity is available for the City not to increase our property tax rate.

The sale for this year is anticipated to be \$17 million. This will be the eighth sale of the 2018 GO Bond Program. We will not know the exact amount until after we receive the current year net assessed valuation for the City, our latest community assessed value. As of now, the City has sold \$174.75 million worth of projects and the proposed sale for this year will bring the total to \$191.75 million over the eight years. A detailed listed of the projects that will be sold is provided in Section 6 of the budget document for Council’s consideration. We will discuss these projects during the budget review process and finalize the actual list of projects and set them for sale. Please note that the Year #8 package Council approves could be sold sometime between July and October of this year.

Sales Tax Capital Improvement Program

Our Sales Tax Capital Improvement (STCI) Fund was established in 1970 and is 0.5% of the total municipal sales tax rate. The fund pays for a variety of pay-as-you-go type public improvements for our departments including vehicles and equipment, technology, building improvements, road maintenance and park improvements. A substantial fund balance is maintained to ensure funding is available for emergency capital expenditures. Revenue for FY26 is estimated at \$10,683,112. Total capital projects including rollovers is \$22,577,914 and \$950,000 for debt service. A complete listing of proposed expenditures is in the STCI section, Tab 4, page 11 of the budget book.

TRANSFORMATIONAL INITIATIVES

2026 General Obligation Bond (GOB) Package

April 7, 2026, will be here before you know it! The City is a year into a 2-year initiative for its next bond package for community consideration. The package will include multiple propositions for important projects and initiatives such as roads, street maintenance, public safety, stormwater, parks and recreation opportunities, city facilities, and economic development infrastructure. All of FY25 has been spent securing input from the community and developing estimates for proposed projects. In FY26 the following action steps will be completed: meetings with City Council on potential projects; public forums in the late summer for final community input; Council selection of projects for the package and calling for the special election; and public education on the initiative priorities of the community.

Initiative to Transition NSU-BA to a Traditional Four-Year University

Securing the necessary approvals for Northeastern State University Campus - Broken Arrow (NSU-BA) to operate as a four-year university that offers full bachelors and graduate degree programs to better serve the students, businesses, and citizens of Broken Arrow is a major public-policy initiative. The focus needs to be helping the Regional University Systems of Oklahoma (RUSO) Board of Regents to clear any obstacles or hurdles and find a path forward to present to the State Board of Regents a recommendation to make NSU-BA a four-year university. Currently, legislation is being considered that could afford NSU to work with the State Board of Regents to secure this approval. The City should continue its efforts to work closely with NSU President Rodney Hanley and his team on this initiative.

TRANSPARENCY AND COMMUNICATIONS

Transparency is a non-negotiable priority that guides our municipal organization's responsibility to serve citizens, business owners, and visitors of our great city. Being open in our communications about daily operations, capital improvement projects to enhance public infrastructure, incoming economic development opportunities to expand growth and prosperity, and prudent financial stewardship are critical components to building a solid foundation with the members of our community. It's expected and it shows.

The responses to the comprehensive Citizen Survey reflected a higher percentage of positive remarks when compared to the national benchmark for 1) Being open and transparent to the public, 2) Informing residents about issues facing the community and, 3) The overall direction that Broken

Arrow is taking. The citizens of BA have spoken and said our efforts create an environment of an informed and engaged community that nurtures collaboration to build a better Broken Arrow. We've set this standard to meet our citizens' needs, and it will be neither compromised nor diminished.

During Fiscal Year 2026, we will continue to solicit our citizens' feedback through targeted micro-surveys to learn what is important to them as we plan for the next General Obligation Bond in 2026 to fund future capital improvements with streets, pedestrian connectivity, public safety, parks and recreation, and more. We will provide more engagement opportunities through quarterly meet and greets with Councilors and city staff, meetings with Homeowners Associations, gatherings with civic groups, and public forums to discuss the 2026 GO Bond. Citizens can expect more frequent project updates on the progress we promised through the voters' approval of the 2018 GO Bond. And, as the calendar year turns to 2026, we are looking forward to our education campaign about the upcoming Bond and its proposed projects, so residents have a clear understanding of why their vote is so important to Build Our Future in BA.

BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)

BAMA consists of the following departments:

- City Manager - Operations
- Finance - Revenue
- General Services - Operations, Building Maintenance, Fleet and Logistics
- Solid Waste & Recycling
- Engineering and Construction
- Streets and Stormwater
- Utilities

Revenues and Expenditures

Based on historical usage, we anticipate that the total available revenues from all sources, including fund balance, for BAMA for FY26 is \$177,237,372 million. Total proposed expenditures, including transfers over to the General Fund include just over \$154,386,464 million which will leave over \$22.6 million for emergency reserves which meets our target of 90 days of operating expenditures.

BAMA Capital Considerations

The Broken Arrow Municipal Authority will fund approximately \$8.5 million in capital from water and sewer rates. A detailed list is available starting in Tab 3, page 41. Construction projects are funded through the Oklahoma Water Resources Board and a list of future projects can be found in Section 6.

BAMA Personnel

Currently there are 288 employees (full-time 285, part-time 3) in BAMA. These individuals are funded from the revenues received from utility services we provide. In terms of a wage adjustment, I am recommending as in past years we mirror what is approved for the General Fund employees. As part of next year's spending plan, my budget proposal includes adding nine (9) positions. The proposed positions are noted as follow:

Streets and Storm Water Crew Chief & Operator
Service Workers (2)

Utilities
Crew Supervisor & Service Workers (2)
Water Quality Technician

Engineering
Project Engineer

BAMA WORK PLAN HIGHLIGHTS

We will continue to work on the water and wastewater infrastructure as depicted in our five-year capital improvements plan. Let me point out that funds from the Oklahoma Water Resources Board (OWRB) are extremely important in helping fund many of our major capital improvement projects. A few of the projects that will be completed and/or started in FY26 include the following:

New Orleans and 9th Street Water Tower

Several years ago, the Authority approved a plan to construct a new elevated water storage tower in the southern portion of the city. The tower must be located strategically based upon ground elevation. A site near New Orleans Street (101st Street) and 9th Street (Lynn Lane) intersection was selected. The Authority purchased approximately 12 acres on the northeast corner of the intersection and the design commenced. The project includes the completion of the 24-inch water line on the south loop and a new 2.5-million-gallon composite water tower. The project is currently under construction and is anticipated to be completed by May 2026. The total cost of the project is approximately \$11 million.

Downtown Water Main Improvements

The downtown area is the oldest portion of the city's water distribution system. Some lines date back to our earliest infrastructure system days around the beginning of the 20th century. Over the years, many of these water mains have deteriorated and corroded. Today, they need to be replaced. The city has been replacing many of these lines ahead of or during constructed improvements to our streets network, as well as replacing many line sections at a time. This fiscal year, our team has several downtown sections scheduled to replace as we continue to see more and more development in the downtown area.

Wagoner County Trunk Sewer Line Replacement

The Wagoner County Trunk Sewer line runs from Washington Street and 51st Street (Evans Road) intersection just east of Highway 51 cross-country to the County Line Trunk Sewer line near New Orleans Street and 23rd Street (County Line). It was constructed in the early to middle 1980s to collect and convey raw sewage from the eastern portions of the city to the Lynn Lane Wastewater Treatment Plant. The system is near the end of its useful life. We are experiencing several cave-ins along the line where the top of the pipe is collapsing. We have made several spot repairs over the past years and are now ready to replace a significant portion of this gravity sewer. The project was successfully bid, awarded and is currently underway with the project expected to be completed by January 2026. A good portion of this construction activity will occur in the Events Park and coincide with the work for the amphitheater. The total construction cost of this project awarded is approximately \$3.5 million.

Water Supply System Interconnections

As Broken Arrow continues to grow, specifically in the southern and eastern portions of the community, strategic water system interconnections with both the City of Bixby or the City of Tulsa and Wagoner County Rural Water District No. 4 are crucial to provide supplemental water resources. Interconnections between these water providers grant options should any one of the four (4) systems experience a significant disruption in critical water services. Currently, BAMA has two (2) supplemental connections with the City of Tulsa. Additional supplemental connections with other entities create a more robust system for our customers. BAMA has identified a couple of critical locations that benefit both our system and the adjacent neighboring systems if we can install a two-way feed connection. Wagoner County Rural Water District No. 4 continues to experience significant growth both in Broken Arrow and immediately adjacent to our city limits. Over the course of the past couple of years, they have required additional water supply from us in order to meet their peak summertime demand. In addition, there have been a couple of occasions where their plant has experienced significant operational issues, and the City of Broken Arrow has had to provide substantial amounts of water to their customers. Currently, BAMA has constructed one (1) new interconnection with their system near the site of the new amphitheater to assist in critical flow demands, including fire suppression needs.

A few of the more critical interconnections are designed and the city is ready to commence with construction. Agreements between the individual entities still require completion and execution, but the construction is scheduled to commence this fiscal year. The total cost of construction is approximated at \$1 million. Cost sharing will apply in this situation.

Likewise, BAMA is scheduled to meet with the City of Bixby soon in hopes of finalizing a secondary supplemental two-way feed interconnection with them along Mingo Road. This is a strategic connection that could provide either entity additional flow during peak periods or short-term outages. The expected construction cost is approximately \$750,000. Cost sharing will apply in this situation. If the City of Bixby is unable to partner on this endeavor, then BAMA will work with the City of Tulsa for a connection in this same general location. If we have to connect to the Tulsa system, it will be a single-feed system and cost bore solely by BAMA. Construction cost would be on the order of \$500,000.

Sewer Collections System Improvements Along SH-51

The commercial development area between the Broken Arrow Expressway and the Creek Turnpike along State Highway 51 has seen a significant increase in the past few years. With the recent expansion of Blue Bell along with their forecasted production increase, it became apparent that a regional sewer

improvements project was needed to be able to handle these flows as well to support the additional business investment in the area. The project will include upsizing existing infrastructure within the State Highway 51 business park and extending that system along SH-51 up to Houston St. The design is currently underway, and construction is anticipated to begin within the fiscal year. The overall project cost is estimated at \$2.5 million.

Overall Water Supply System Improvements

As the water system ages and the overall demands increase each year, it is important to invest back into the system and perform rehabs and upgrades. With the aging infrastructure in mind, the Tiger Hill 2-million-gallon storage tank will be undergoing a second phase of its rehab this next fiscal year with an anticipated \$800,000 improvement to the flooring system. The project is currently under design and will be funded for construction this fiscal year. In the spirit of looking to the future, the raw water intake structure at the Verdigris Water Treatment Plant currently has three raw water pumps with the ability to expand to five total. Within this year's fiscal plan, additional pumps and infrastructure will be added to the existing facility to increase the ability of the plant to draw raw water and provide resiliency should issues arise in existing pumps. The overall cost on this project is estimated at approximately \$1.5 million.

BAMA LONG-RANGE PLANS FOR WATER/SANITARY SEWER

Long-range Water Supply Plan Update

BAMA has adopted a course of action regarding its long-range water plan. The long-range plan enhances the community's overall water supply system and creates critical flexibility and necessary redundancy. The Authority has prepared a Memorandum of Understanding (MOU) with Oklahoma Ordnance Works Authority (OOWA) on a course of action that utilizes our 36-inch diameter supply line from the Mid-America Industrial Park to the Verdigris River Water Treatment Plant and addresses a secondary raw water source coupled with off-site raw water storage facilities. The line became operational in 1982 as the sole source of the community's drinking water.

However, since 2014, the city receives its drinking water from the Adams Creek confluence on the old Verdigris River waterway. We treat this water in our microfiltration membrane plant. As of today, this is our only source of raw water. A secondary water source will help provide assurance that our community has another water source should the primary source become restricted through times of drought or by some other means. With the MOU executed in September of 2024, staff is working with OOWA to prepare an official agreement and begin with the appropriate action steps of securing ownership of a 3-million-gallon storage tank and associated property within the industrial park and start the design process of the infrastructure improvements needed for this plan.

Adams Creek Wastewater Basin Update

BAMA contracted with a professional engineering consulting firm to investigate the future of the community with respect to the wastewater treatment alternatives specifically in the Adams Creek sewer-shed. This study is complete, and the staff and professional team presented it to the Authority this past fiscal year with recommendations. Ultimately it was determined by the Authority to start the

process of locating and constructing a separate wastewater treatment facility along Adams Creek in the northern and/or eastern reaches of our community in lieu of continuing to pump all wastewater to the Lynn Lane treatment system. With this new direction for the system, staff will start taking the next steps of identifying the future location of this new facility and begin land acquisition and design professional selection.

SOLID WASTE OPERATIONS

In the Solid Waste and Recycling Department, we have had some amazing opportunities for success. The department had struggles with equipment, staffing, completion times, and cost recovery as little as three years ago. Today, with the support of the Authority, the department has become leaner and meaner (and maybe a little greener). This coming fiscal year we will have a chance to enact some changes which will help reduce costs, reduce accident exposure, and enhance educational opportunities.

As stewards of the customer, our goal is always to do our very best to eliminate waste in spending not just at the curb. All 12 of the new Automated Side Loading (ASL) trucks have arrived. The ASLs will allow us to focus our efforts on cart-only collections, which will streamline our operations. Given permission to remove the additional bags of trash collections, we would be able to shave off our temporary services expenses, overtime, and down time. The result could save close to \$1 million in operating expenses. The department is looking to go to cart only service in the new fiscal year.

This will mean one person operating the truck with no need for additional staffing. We have already given back 3 full-time positions and reduced our staffing numbers to 56 from 59 full-time positions. There were no reductions in force, there were vacancies which the department did not need to fill. And there will be no reduction in the service with cart-only collections as currently all customers pay for their carts and green waste collection. Any additional services (including bagged trash outside the cart and large items) were added to the customers' bill in addition to their monthly rate. For customers who have placed bagged trash outside the cart, we have been suggesting adding a cart for \$7.50 a month instead of \$5 a bag to save them money.

The next initiative is our updated training program. Solid Waste collection is the 4th-most dangerous business, according to the Bureau of Labor Statistics. The department has hired a training and safety specialist which will help us broaden our training of operators, investigate root causes of injuries and collisions, and ultimately create a safer workforce for our employees and our community.

Finally, we have right-sized our customer service staff. Our goal is to meet every customer every time they call with a smile on the other end. We want our customer experience to be of the highest quality. These changes were made by re-classing existing positions again without adding to staff numbers.

MAINTENANCE DEPARTMENT

As we prepare for Fiscal Year 2026, the Maintenance Services Department is advancing several key projects that will improve service delivery, increase operational efficiency, and better serve residents.

Fleet Oversight and Replacement Committee (FORC)

The City is launching the FORC Program to improve how we manage and maintain our vehicle fleet. This new system will oversee everything from vehicle acquisition to utilization and eventual replacement. With support from a third-party consultant, the program will introduce a standardized, data-driven approach to fleet operations, helping us reduce costs, improve safety, and meet the needs of a growing city. Implementation is targeted for fall 2026.

Public Safety Facility Upgrades

Several capital projects are planned to enhance our public safety facilities. These include HVAC replacement at the Police and Fire Training Center, a new generator at Fire Station #5, and a full roof replacement at Fire Station #4. These investments will improve energy efficiency, ensure uninterrupted operations during emergencies, and extend the useful life of essential infrastructure supporting our first responders.

Salt Dome Relocation & Expansion

We are working with Engineering and Streets/Stormwater to develop a new central facility for snow and ice treatment. This upgraded site will increase covered storage space from 1,450 to 5,000 square feet and consolidate brine pre-treatment and salt/sand operations. The new location will make it easier for crews to respond quickly and effectively during winter storms, ultimately improving roadway safety for the public.

General Services Administration Building

Design is underway for a new General Services Administration Building at 1700 West Detroit. This facility will centralize several key divisions including Solid Waste & Recycling, Asset Management, and Purchasing into one modern, efficient space. It will also serve as a public-friendly and accessible location where residents and vendors can easily connect with staff and access services. The project is partially funded by the 2018 General Obligation Bond.

CONCLUSION

The “whiteboard” in my office is full of projects and initiatives that will help maintain and improve upon the great quality of life in Broken Arrow. This executive summary details our work plan for FY26, and we look forward to discussing the content with the governing body during the budget workshop.

From the BA Transit Program, Amphitheater partnership, on-going street and road improvements, community development initiatives, parks and recreation activities, a growing and vibrant senior center, to maintaining our city as one of the safest places to live in Oklahoma, I am proud to say there are so many great things happening in our community at this time.

The Administration loves the challenge of preparing the annual budget to meet the needs of our fast-growing organization and community. One of our main tenants is maintaining a highly responsive organization that can meet the needs of the city with funds available. Our top organizational priorities will be operations and capital improvements that advance our community and separating the needs and wants and always funding our core responsibilities first. The Leadership Team loves to couple this

effort with our philosophy of getting to “Yes” in helping the citizens and businesses in our city. As an Administration, we’re good with this challenge because our community deserves our best every day!

As I mentioned every year, the budget process is more than just numbers and making them balance. Yes, my primary fiscal goal as City Manager will always be to find ways to sustain the financial health of our organization now and into the future. The credit in preparing this great document goes to the amazing Finance team led by Director Cindy Arnold, all the department directors and their staffs, and the hard-working folks in the City Manager’s Office.

The proposed total budget of \$455,967,612 represents what my office believes is needed for FY26 to meet the City’s operational obligations, fund our aggressive capital improvement program, and cover our bond and other loan obligations. The budget is presented while maintaining adequate fund reserves for any unforeseen expenses and future budgets. The FY26 Budget continues the City’s commitment to keeping Broken Arrow as a great place to live, work, and raise a family!

I’ll close by sending a shout out to the City’s Finance Director, Leadership Team and all the city employees that helped prepare this year’s spending plan. I am so grateful for their support in preparing the budget and as equally important, the help provided to implement an organizational culture that focuses on service.

If City Council approves the proposed budget, we will use approved funding to continue to provide great public services to our community and implement our multi-faceted capital program. With these funds the community will see an organization that will continue to be responsive to its citizens and utility customers and be overly transparent on what’s happening in the organization.

Thank you for your leadership and stewardship of the organization and community. Also, for your time and consideration of the proposed budget. If you have any questions, please let me know.

Respectfully,



Michael Spurgeon, City Manager

Kenneth Schwab, P.E. - Assistant City Manager – Operations

Norm Stephen, Assistant City Manager - Administration

Cindy Arnold, Finance Director

Department Directors

**CITY OF BROKEN ARROW
BUDGET SUMMARY
FISCAL YEAR 2026**

DESCRIPTION	GENERAL FUND 110	BROKEN ARROW MUNICIPAL AUTHORITY 220	EXCESS CAPACITY SEWER ESCROW 225	STORMWATER MANAGEMENT CAPITAL 226
Revenues:				
Taxes	73,065,540	-	-	-
Licenses & Permits	2,540,000	-	-	-
Intergovernmental	875,000	-	-	-
Charges For Services	19,126,538	79,402,508	125,000	75,000
Fines, Forfeitures & Assessments	1,650,000	1,100,000	-	-
Interest	500,000	30,000	7,500	-
Miscellaneous	885,000	125,000	-	-
Total Revenues	98,642,078	80,657,508	132,500	75,000
Other Financing Sources:				
Transfer of Fund Balance for Prior Year Capital Projects	-	-	-	-
OWRB Proceeds from Prior Years	-	-	-	-
Transfers In	22,889,985	21,414,985	-	-
Bond/Note Proceeds	-	52,782,364	-	-
Total Other Financing Sources	22,889,985	74,197,349	-	-
Total Revenues & Sources	121,532,064	154,854,857	132,500	75,000
Beginning Reserved Fund Balance:				
Emergency Reserve	17,485,855	22,382,515	-	-
Compensated Absences	3,000,000	-	-	-
Capital Projects	-	-	2,149,130	990,598
Debt Service	-	-	-	-
Other Purposes	11,644,297	-	-	-
Total Beginning Reserved Fund Balance	32,130,152	22,382,515	2,149,130	990,598
Total Sources	153,662,215	177,237,372	2,281,630	1,065,598
Expenditures				
Personnel Services	21,950,569	28,355,784	-	-
Other Services and Charges	8,514,710	21,639,541	-	-
Materials and Supplies	2,013,190	8,029,125	-	-
Capital Outlay	-	58,161,529	225,000	770,193
Fiscal Agent Fees	-	-	-	-
Debt Service	-	13,997,000	-	-
Total Expenditures	32,478,469	130,182,979	225,000	770,193
Other Financing Uses-				
Transfers Out	88,499,746	24,203,485	-	-
Bond Issuance Costs	-	-	-	-
Total Other Financing Uses	88,499,746	24,203,485	-	-
Total Expenditures & Uses	120,978,215	154,386,464	225,000	770,193
Ending Reserved Fund Balance:				
Emergency Reserve	17,755,574	22,850,908	-	-
Compensated Absences	3,000,000	-	-	-
Capital Projects	-	-	2,056,630	295,405
Debt Service	-	-	-	-
Other Purposes	11,928,426	-	-	-
Total Ending Reserved Fund Balance	32,684,000	22,850,908	2,056,630	295,405
Total Budget	153,662,215	177,237,372	2,281,630	1,065,598

**CITY OF BROKEN ARROW
BUDGET SUMMARY
FISCAL YEAR 2026**

DESCRIPTION	CONVENTION & VISITORS BUREAU 227	VEHICLE REPLACEMENT FUND 329	SALES TAX CAPITAL IMPROVEMENT 330	POLICE ENHANCEMENT 331
Revenues:				
Taxes	850,000	-	10,683,112	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	48,000
Charges For Services	-	-	-	-
Fines, Forfeitures & Assessments	-	-	-	-
Interest	6,500	-	250,000	100
Miscellaneous	-	-	35,000	-
Total Revenues	856,500		10,968,112	48,100
Other Financing Sources:				
Transfer of Fund Balance for Prior Year Capital Projects	-	-	-	-
OWRB Proceeds from Prior Years	-	-	-	-
Transfers In	-	2,187,500	-	-
Bond/Note Proceeds	-	-	-	-
Total Other Financing Sources		2,187,500		
Total Revenues & Sources	856,500	2,187,500	10,968,112	48,100
Beginning Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	-	-	18,039,402	-
Debt Service	-	-	900,000	-
Other Purposes	1,813,576	937,500	-	273,379
Total Beginning Reserved Fund Balance	1,813,576	937,500	18,939,402	273,379
Total Sources	2,670,076	3,125,000	29,907,514	321,479
Expenditures				
Personnel Services	-	-	-	-
Other Services and Charges	325,330	80,000	-	55,000
Materials and Supplies	40,520	-	-	96,000
Capital Outlay	342,700	2,684,000	22,664,514	-
Fiscal Agent Fees	-	-	-	-
Debt Service	-	-	950,000	-
Total Expenditures	708,550	2,764,000	23,614,514	151,000
Other Financing Uses-				
Transfers Out	300,000	-	-	-
Bond Issuance Costs	-	-	-	-
Total Other Financing Uses	300,000			
Total Expenditures & Uses	1,008,550	2,764,000	23,614,514	151,000
Ending Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	-	361,000	4,493,000	-
Debt Service	-	-	1,800,000	-
Other Purposes	1,661,526	-	-	170,479
Total Ending Reserved Fund Balance	1,661,526	361,000	6,293,000	170,479
Total Budget	2,670,076	3,125,000	29,907,514	321,479

**CITY OF BROKEN ARROW
BUDGET SUMMARY
FISCAL YEAR 2026**

DESCRIPTION	PARK AND RECREATION CAPITAL IMPROVEMENT 332	CEMETERY CARE 333	STREET AND ALLEY 334	HOUSING AND URBAN DEVELOPMENT 335
Revenues:				
Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	1,000,000	902,170
Charges For Services	325,000	50,000	-	-
Fines, Forfeitures & Assessments	-	-	-	-
Interest	700	300	-	-
Miscellaneous	60,000	-	-	-
Total Revenues	385,700	50,300	1,000,000	902,170
Other Financing Sources:				
Transfer of Fund Balance for Prior Year Capital Projects	-	-	-	-
OWRB Proceeds from Prior Years	-	-	-	-
Transfers In	-	-	-	-
Bond/Note Proceeds	-	-	-	-
Total Other Financing Sources	-	-	-	-
Total Revenues & Sources	385,700	50,300	1,000,000	902,170
Beginning Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	907,306	426,875	1,211,301	-
Debt Service	-	-	-	-
Other Purposes	-	-	-	266,949
Total Beginning Reserved Fund Balance	907,306	426,875	1,211,301	266,949
Total Sources	1,293,006	477,175	2,211,301	1,169,119
Expenditures				
Personnel Services	-	-	-	-
Other Services and Charges	-	-	-	-
Materials and Supplies	-	-	-	-
Capital Outlay	582,567	79,676	200,000	902,170
Fiscal Agent Fees	-	-	-	-
Debt Service	-	-	-	-
Total Expenditures	582,567	79,676	200,000	902,170
Other Financing Uses-				
Transfers Out	-	-	1,100,000	-
Bond Issuance Costs	-	-	-	-
Total Other Financing Uses	-	-	1,100,000	-
Total Expenditures & Uses	582,567	79,676	1,300,000	902,170
Ending Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	710,439	397,499	-	-
Debt Service	-	-	-	-
Other Purposes	-	-	911,301	266,949
Total Ending Reserved Fund Balance	710,439	397,499	911,301	266,949
Total Budget	1,293,006	477,175	2,211,301	1,169,119

**CITY OF BROKEN ARROW
BUDGET SUMMARY
FISCAL YEAR 2026**

DESCRIPTION	E-911 336	CRIME PREVENTION 337	BATTLE CREEK GOLF COURSE 340	ALCOHOL ENFORCEMENT 341
Revenues:				
Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	30,000	-	-
Charges For Services	1,600,000	-	1,950,000	5,000
Fines, Forfeitures & Assessments	-	-	-	-
Interest	10,000	-	-	300
Miscellaneous	-	-	-	-
Total Revenues	1,610,000	30,000	1,950,000	5,300
Other Financing Sources:				
Transfer of Fund Balance for Prior Year Capital Projects	-	-	-	-
OWRB Proceeds from Prior Years	-	-	-	-
Transfers In	-	-	-	-
Bond/Note Proceeds	-	-	-	-
Total Other Financing Sources	-	-	-	-
Total Revenues & Sources	1,610,000	30,000	1,950,000	5,300
Beginning Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	-	-	-	-
Debt Service	-	-	-	-
Other Purposes	2,550,175	138,619	253,059	97,273
Total Beginning Reserved Fund Balance	2,550,175	138,619	253,059	97,273
Total Sources	4,160,175	168,619	2,203,059	102,573
Expenditures				
Personnel Services	-	-	-	-
Other Services and Charges	-	9,000	1,500,000	17,000
Materials and Supplies	-	20,790	250,000	25,000
Capital Outlay	598,456	-	-	-
Fiscal Agent Fees	-	-	-	-
Debt Service	-	-	-	-
Total Expenditures	598,456	29,790	1,750,000	42,000
Other Financing Uses-				
Transfers Out	1,000,000	-	-	-
Bond Issuance Costs	-	-	-	-
Total Other Financing Uses	1,000,000	-	-	-
Total Expenditures & Uses	1,598,456	29,790	1,750,000	42,000
Ending Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	-	-	-	-
Debt Service	-	-	-	-
Other Purposes	2,561,719	138,829	453,059	60,573
Total Ending Reserved Fund Balance	2,561,719	138,829	453,059	60,573
Total Budget	4,160,175	168,619	2,203,059	102,573

**CITY OF BROKEN ARROW
BUDGET SUMMARY
FISCAL YEAR 2026**

DESCRIPTION	STREET LIGHTING 342	STREET SALES TAX 343	POLICE SALES TAX 344	FIRE SALES TAX 345
Revenues:				
Taxes	-	5,176,500	3,204,936	3,204,936
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	100,000	924,552
Charges For Services	1,220,000	-	-	-
Fines, Forfeitures & Assessments	-	-	-	-
Interest	6,000	200,000	400,000	75,000
Miscellaneous	-	-	12,500	8,000
Total Revenues	1,226,000	5,376,500	3,717,436	4,212,488
Other Financing Sources:				
Transfer of Fund Balance for Prior Year Capital Projects	-	-	-	-
OWRB Proceeds from Prior Years	-	-	-	-
Transfers In	-	-	40,919,079	30,283,118
Bond/Note Proceeds	-	-	-	-
Total Other Financing Sources	-	-	40,919,079	30,283,118
Total Revenues & Sources	1,226,000	5,376,500	44,636,514	34,495,606
Beginning Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	-	10,287,295	-	-
Debt Service	-	-	-	-
Other Purposes	1,053,731	-	29,548,041	15,209,226
Total Beginning Reserved Fund Balance	1,053,731	10,287,295	29,548,041	15,209,226
Total Sources	2,279,731	15,663,795	74,184,555	49,704,832
Expenditures				
Personnel Services	-	-	32,610,899	29,198,552
Other Services and Charges	670,000	-	3,830,100	1,918,150
Materials and Supplies	175,000	-	2,356,700	1,441,300
Capital Outlay	880,000	15,130,441	1,575,700	-
Fiscal Agent Fees	-	-	-	-
Debt Service	-	-	-	-
Total Expenditures	1,725,000	15,130,441	40,373,399	32,558,002
Other Financing Uses-				
Transfers Out	-	-	-	-
Bond Issuance Costs	-	-	-	-
Total Other Financing Uses	-	-	-	-
Total Expenditures & Uses	1,725,000	15,130,441	40,373,399	32,558,002
Ending Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	-	533,354	-	-
Debt Service	-	-	-	-
Other Purposes	554,731	-	33,811,156	17,146,830
Total Ending Reserved Fund Balance	554,731	533,354	33,811,156	17,146,830
Total Budget	2,279,731	15,663,795	74,184,555	49,704,832

**CITY OF BROKEN ARROW
BUDGET SUMMARY
FISCAL YEAR 2026**

DESCRIPTION	CITY CLERK TECHNOLOGY FEE 346	CARES ACT 347	AMERICAN RELIEF 348	OPIOID SETTLEMENT 349
Revenues:				
Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges For Services	-	-	-	-
Fines, Forfeitures & Assessments	35,000	-	-	0
Interest	-	-	500	-
Miscellaneous	-	-	-	100,000
Total Revenues	35,000	-	500	100,000
Other Financing Sources:				
Transfer of Fund Balance for Prior Year Capital Projects	-	-	-	-
OWRB Proceeds from Prior Years	-	-	-	-
Transfers In	-	-	-	-
Bond/Note Proceeds	-	-	-	-
Total Other Financing Sources	-	-	-	-
Total Revenues & Sources	35,000	-	500	100,000
Beginning Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	-	-	-	-
Debt Service	-	-	-	-
Other Purposes	141,804	525,687	2,763,020	1,786,514
Total Beginning Reserved Fund Balance	141,804	525,687	2,763,020	1,786,514
Total Sources	176,804	525,687	2,763,520	1,886,514
Expenditures				
Personnel Services	-	-	-	-
Other Services and Charges	30,000	-	-	250,000
Materials and Supplies	10,000	-	-	-
Capital Outlay	20,000	525,687	2,763,520	-
Fiscal Agent Fees	-	-	-	-
Debt Service	-	-	-	-
Total Expenditures	60,000	525,687	2,763,520	250,000
Other Financing Uses-				
Transfers Out	-	-	-	-
Bond Issuance Costs	-	-	-	-
Total Other Financing Uses	-	-	-	-
Total Expenditures & Uses	60,000	525,687	2,763,520	250,000
Ending Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	-	-	-	-
Debt Service	-	-	-	-
Other Purposes	116,804	-	-	1,636,514
Total Ending Reserved Fund Balance	116,804	-	-	1,636,514
Total Budget	176,804	525,687	2,763,520	1,886,514

**CITY OF BROKEN ARROW
BUDGET SUMMARY
FISCAL YEAR 2026**

DESCRIPTION	PSO 1% FRANCHISE ECON DEV 350	PSO 1% FRANCHISE INFRASTRUCTURE 351	1994 BOND ISSUE 555	2008 BOND ISSUE 559
Revenues:				
Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	715,000	-	-
Charges For Services	-	-	-	-
Fines, Forfeitures & Assessments	-	-	-	-
Interest	715,000	-	-	20
Miscellaneous	-	-	-	-
Total Revenues	715,000	715,000	-	20
Other Financing Sources:				
Transfer of Fund Balance for Prior Year Capital Projects	-	-	-	-
OWRB Proceeds from Prior Years	-	-	-	-
Transfers In	-	-	-	-
Bond/Note Proceeds	-	-	-	-
Total Other Financing Sources	-	-	-	-
Total Revenues & Sources	715,000	715,000	-	20
Beginning Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	-	-	-	-
Debt Service	-	-	-	-
Other Purposes	1,366,911	1,398,731	-	32,821
Total Beginning Reserved Fund Balance	1,366,911	1,398,731	-	32,821
Total Sources	2,081,911	2,113,731	-	32,841
Expenditures				
Personnel Services	-	-	-	-
Other Services and Charges	500,000	500,000	-	-
Materials and Supplies	-	-	-	-
Capital Outlay	-	-	-	32,841
Fiscal Agent Fees	-	-	-	-
Debt Service	-	-	-	-
Total Expenditures	500,000	500,000	-	32,841
Other Financing Uses-				
Transfers Out	-	-	-	-
Bond Issuance Costs	-	-	-	-
Total Other Financing Uses	-	-	-	-
Total Expenditures & Uses	500,000	500,000	-	32,841
Ending Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	-	-	-	-
Debt Service	-	-	-	-
Other Purposes	1,581,911	1,613,731	-	-
Total Ending Reserved Fund Balance	1,581,911	1,613,731	-	-
Total Budget	2,081,911	2,113,731	-	32,841

**CITY OF BROKEN ARROW
BUDGET SUMMARY
FISCAL YEAR 2026**

DESCRIPTION	2011 BOND ISSUE 591	2014 BOND ISSUE 592	2018 BOND ISSUE 593	WORKERS COMPENSATION 660
Revenues:				
Taxes	-	-	-	-
Licenses & Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges For Services	-	-	-	1,482,000
Fines, Forfeitures & Assessments	-	-	-	-
Interest	250	36,500	4,250,000	2,500
Miscellaneous	-	-	-	45,000
Total Revenues	250	36,500	4,250,000	1,529,500
Other Financing Sources:				
Transfer of Fund Balance for Prior Year Capital Projects	-	-	-	-
OWRB Proceeds from Prior Years	-	-	-	-
Transfers In	-	-	-	-
Bond/Note Proceeds	-	-	21,000,000	-
Total Other Financing Sources	-	-	21,000,000	-
Total Revenues & Sources	250	36,500	25,250,000	1,529,500
Beginning Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	266,129	5,437,483	-	-
Debt Service	-	-	-	-
Other Purposes	-	-	100,288,297	2,664,270
Total Beginning Reserved Fund Balance	266,129	5,437,483	100,288,297	2,664,270
Total Sources	266,379	5,473,983	125,538,297	4,193,770
Expenditures				
Personnel Services	-	-	-	-
Other Services and Charges	-	-	-	1,200,000
Materials and Supplies	-	-	-	-
Capital Outlay	266,379	5,473,983	107,880,078	-
Fiscal Agent Fees	-	-	-	-
Debt Service	-	-	-	-
Total Expenditures	266,379	5,473,983	107,880,078	1,200,000
Other Financing Uses-				
Transfers Out	-	-	-	-
Bond Issuance Costs	-	-	145,000	-
Total Other Financing Uses	-	-	145,000	-
Total Expenditures & Uses	266,379	5,473,983	108,025,078	1,200,000
Ending Reserved Fund Balance:				
Emergency Reserve	-	-	-	-
Compensated Absences	-	-	-	-
Capital Projects	-	-	-	-
Debt Service	-	-	-	-
Other Purposes	-	-	17,513,219	2,993,770
Total Ending Reserved Fund Balance	-	-	17,513,219	2,993,770
Total Budget	266,379	5,473,983	125,538,297	4,193,770

**CITY OF BROKEN ARROW
BUDGET SUMMARY
FISCAL YEAR 2026**

DESCRIPTION	GROUP HEALTH & LIFE 661	DEBT SERVICE 770	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY 887	CREEK 51 TIF 888	TOTAL
Revenues:					
Taxes	-	22,956,703	-	50,000	119,191,727
Licenses & Permits	-	-	-	-	2,540,000
Intergovernmental	-	-	-	-	4,594,722
Charges For Services	14,283,066	-	-	-	119,644,112
Fines, Forfeitures & Assessments	-	-	-	-	2,785,000
Interest	1,500	600,000	200,000	-	7,292,670
Miscellaneous	-	-	1,700,000	-	2,970,500
Total Revenues	14,284,566	23,556,703	1,900,000	50,000	259,018,731
Other Financing Sources:					
Transfer of Fund Balance for Prior Year Capital Projects	-	-	-	-	-
OWRB Proceeds from Prior Years	-	-	-	-	-
Transfers In	-	-	8,528,000	-	126,222,667
Bond/Note Proceeds	-	-	3,000,000	-	76,782,364
Total Other Financing Sources	-	-	11,528,000	-	203,005,031
Total Revenues & Sources	14,284,566	23,556,703	13,428,000	50,000	462,023,762
Beginning Reserved Fund Balance:					
Emergency Reserve	-	-	-	-	39,868,370
Compensated Absences	-	-	-	-	3,000,000
Capital Projects	-	-	-	-	39,715,520
Debt Service	-	20,458,369	-	-	21,358,369
Other Purposes	228,542	-	5,568,715	39,282	180,590,416
Total Beginning Reserved Fund Balance	228,542	20,458,369	5,568,715	39,282	284,532,675
Total Sources	14,513,108	44,015,072	18,996,715	89,282	746,556,437
Expenditures					
Personnel Services	-	-	-	-	112,115,804
Other Services and Charges	12,500,000	-	1,000,000	25,000	54,563,831
Materials and Supplies	-	-	-	-	14,457,625
Capital Outlay	-	-	9,000,000	-	230,759,433
Fiscal Agent Fees	-	10,550	-	-	10,550
Debt Service	-	22,796,046	4,350,210	-	42,093,256
Total Expenditures	12,500,000	22,806,596	14,350,210	25,000	454,000,499
Other Financing Uses-					
Transfers Out	-	75,000	-	-	115,178,231
Bond Issuance Costs	-	-	-	-	145,000
Total Other Financing Uses	-	75,000	-	-	115,323,231
Total Expenditures & Uses	12,500,000	22,881,596	14,350,210	25,000	569,323,730
Ending Reserved Fund Balance:					
Emergency Reserve	-	-	-	-	40,606,482
Compensated Absences	-	-	-	-	3,000,000
Capital Projects	-	-	-	-	8,847,328
Debt Service	-	-	-	-	1,800,000
Other Purposes	2,013,108	21,133,476	4,646,505	64,282	122,978,898
Total Ending Reserved Fund Balance	2,013,108	21,133,476	4,646,505	64,282	177,232,707
Total Budget	14,513,108	44,015,072	18,996,715	89,282	746,556,437

RESOLUTION 1669

A RESOLUTION OF THE BROKEN ARROW CITY COUNCIL, ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET FOR THE CITY IN ACCORDANCE WITH THE PROVISIONS OF THE MUNICIPAL BUDGET ACT

WHEREAS, the provisions of the Municipal Budget Act (11 O.S. §17-201, et seq.) (“Act”) have been adopted by resolution by the City; and

WHEREAS, the Public Hearing process set forth in the Act has been completed; and

WHEREAS, the Act requires the annual budget to be adopted by the governing body of the City by resolution no later than seven (7) days prior to the beginning of the fiscal year.

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

1. The accompanying budget document sets forth the estimated revenue and appropriations for each fund of the City and is hereby formally adopted by the Broken Arrow City Council.
2. The accompanying budget document complies with the requirements of the Act by including:
 - A complete financial plan for the City, showing revenues and expenditures, past and anticipated
 - Budget Message
 - Budget Summary - All Funds
 - Fund Budget Summaries showing estimates of revenues and expenditures
 - Departmental Appropriations by Account Category
3. In accordance with the Act, the City Council has determined that expenditures and encumbrances may not be authorized that exceed the available appropriation of any department of any fund.
4. Only the City Council may authorize budget amendments involving any supplement, decrease, or inter-departmental transfer of appropriations. The City Manager may authorize budget amendments involving intra-departmental transfers of appropriations.

ADOPTED BY THE BROKEN ARROW CITY COUNCIL THIS 16th DAY OF JUNE 2025.

MAYOR

ATTEST:

City Clerk (Seal)

APPROVED AS TO FORM:



Assistant City Attorney



City of Broken Arrow

Request for Action

File #: 25-800, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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)

Background:

The Engineering and Construction Division has solicited bids for the construction of the Rose District Parking Lot at Commercial and Ash. This new parking lot will increase public parking in the Rose District.

The project was advertised for two consecutive weeks and followed the 21-day bidding process. Four bids were received and opened on June 3, 2025. The bids included a base bid for the parking lot area and a base bid for the right of way work. The lowest responsible bid was from Magnum Construction with a base bid of \$276,443.00. The Engineer's Estimate was \$341,638.18.

Cost: \$276,443.00

Funding Source: STCI

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

Approved By: City Manager's Office

Attachments: Professional Consulting Agreement

Recommendation:

Approve and authorize 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)

Commercial & Ash Parking Lot (#9681043)
 Owner: Broken Arrow, City of
 Solicitor: Broken Arrow, City of
 06/03/2025 01:45 PM CDT

Line Item	Item Description	Engineer Estimate	Magnum Construction, Inc.	Gober Construction LLC - Tulsa, OK	Bright Lighting Inc.	Accell Construction, Inc.
Site Improvements						
1	Mobilization	\$18,750.00	\$33,000.50	\$9,500.00	\$8,768.28	\$15,000.00
2	Site Demolition & Erosion Control	\$12,500.00	\$12,000.00	\$9,750.00	\$10,330.88	\$25,000.00
	Fine Grading Rock at Parking and					
3	Drives	\$2,662.50	\$15,620.00	\$10,650.00	\$18,474.20	\$7,100.00
4	Rock Base at Parking and Drives	\$2,802.50	\$10,620.00	\$1,416.00	\$16,051.54	\$8,999.86
5	Site Cut and Fill	\$2,231.25	\$1,734.00	\$5,100.00	\$6,342.87	\$10,000.08
6	Site Fill - Haul In	\$1,968.75	\$2,205.00	\$4,500.00	\$9,081.45	\$3,432.15
7	Stabilize Subgrade	\$3,443.00	\$1,650.00	\$3,300.00	\$1,133.00	\$2,497.00
8	Construction Staking	\$10,000.00	\$6,000.00	\$5,000.00	\$5,503.26	\$10,000.00
9	Concrete Paving	\$72,887.50	\$37,901.50	\$87,465.00	\$85,424.15	\$72,595.95
10	Curb and Gutter	\$9,062.50	\$12,470.00	\$11,600.00	\$19,261.80	\$10,918.50
11	Concrete Sidewalks	\$650.00	\$1,040.00	\$650.00	\$5,088.85	\$539.50
12	Concrete Flume	\$1,967.68	\$5,434.00	\$3,432.00	\$6,406.40	\$3,000.14
13	Parking Bumpers	\$4,593.75	\$3,885.00	\$16,800.00	\$4,408.32	\$3,150.00
14	ADA Markings	\$125.00	\$600.00	\$2,000.00	\$624.08	\$1,875.00
15	ADA Parking Signs	\$218.75	\$350.00	\$750.00	\$340.41	\$350.00
16	Traffic Stripe, 4" Plastic	\$2,312.50	\$2,035.00	\$1,480.00	\$2,097.90	\$2,960.00
17	Mulch	\$5,625.00	\$4,500.00	\$6,000.00	\$12,765.00	\$1,500.00
18	Shrubs	\$6,187.50	\$1,815.00	\$4,950.00	\$3,770.91	\$1,988.25
19	Sod	\$3,750.00	\$975.00	\$7,500.00	\$2,340.00	\$3,030.00
20	Tree - Medium	\$4,500.00	\$1,800.00	\$2,000.00	\$2,324.86	\$1,500.00
21	Tree - Small	\$3,000.00	\$1,500.00	\$1,600.00	\$2,324.86	\$450.00
22	Misc. Planting	\$12,500.00	\$6,000.00	\$5,000.00	\$1,017.81	\$1,000.00
23	Irrigation	\$20,000.00	\$22,000.00	\$6,500.00	\$10,212.23	\$30,000.00
24	French Drain	\$12,675.00	\$5,070.00	\$1,352.00	\$3,837.99	\$4,732.00
25	1 1/2" PVC Conduit	\$6,600.00	\$4,800.00	\$2,400.00	\$3,662.40	\$6,000.00
26	#10 Conductor pulled in conduit	\$1,800.00	\$1,800.00	\$5,760.00	\$4,694.40	\$21,002.40
27	Light Pole Base	\$4,687.50	\$5,100.00	\$5,550.00	\$2,228.13	\$3,000.00
28	Light Pole	\$37,500.00	\$22,500.00	\$28,500.00	\$25,313.97	\$15,000.00
Right of Way Improvements						
29	Concrete Paving	\$6,750.00	\$3,510.00	\$8,100.00	\$10,179.00	\$6,723.00
30	Curb and Gutter	\$1,750.00	\$2,408.00	\$2,352.00	\$4,522.00	\$2,108.40
31	Concrete Sidewalks	\$3,350.00	\$5,360.00	\$6,030.00	\$9,045.00	\$2,780.50
32	Curb Ramps	\$7,500.00	\$4,500.00	\$6,600.00	\$10,291.62	\$4,500.00
33	Tree - Medium	\$4,500.00	\$1,800.00	\$2,000.00	\$2,324.86	\$1,500.00
34	Ornamental Fencing	\$8,100.00	\$7,560.00	\$10,800.00	\$8,170.20	\$7,246.80
35	Light Pole Base	\$3,125.00	\$3,400.00	\$3,700.00	\$1,485.42	\$2,000.00
36	PSO fee for service modification Provide and Install new Lighting	\$937.50	\$2,500.00	\$5,000.00	\$1,031.54	\$10,000.00
37	Controller LC-1	\$15,625.00	\$6,000.00	\$8,500.00	\$7,994.43	\$36,000.00
38	Light Pole	\$25,000.00	\$15,000.00	\$18,000.00	\$16,875.98	\$10,000.00
Base Bid Total:		\$341,638.18	\$276,443.00	\$321,587.00	\$345,750.00	\$349,479.53

Shannon Marshall

6/4/2025

Shannon Marshall - Special Projects Division Manager

Date



City of Broken Arrow

Request for Action

File #: 25-801, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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)

Background:

The project in question is part of a 2018 GO Bond Proposition 1 project and was designed to include asphalt mill & overlay improvements on Aspen Avenue from Shreveport Street to Jasper Street; and replacement of existing pavement with portland cement concrete for the Jasper Street and Aspen Avenue intersection. The configuration will expand the Jasper and Aspen intersection to two through lanes and a dedicated left turn lane in each direction for Aspen Avenue as well as one through lane and a dedicated left turn lane in each direction for Jasper Street. The project also includes new traffic signals at the intersection, new sidewalks, new pavement markings and signage.

The project was advertised on May 22nd and May 29th, 2025. Bids were opened on June 12, 2025 with four (4) bids received, all of which being responsive. A certified bid tabulation is attached. The bids submitted were composed of eighty-eight (88) pay items to form the total base bid. The lowest responsible bidder was Paragon Contractors, LLC, with a total bid of \$2,373,118.11. The total engineer's estimate for this project was \$3,174,055.50.

Cost: \$2,373,118.11

Funding Source: 2018 GO Bond

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:

Approve 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)

BID TABULATION
JASPER STREET AND ASPEN AVENUE INTERSECTION IMPROVEMENTS AND ASPEN AVENUE IMPROVEMENTS FROM SHREVEPORT STREET TO JASPER STREET (PHASE 1 & 2)
PROJECT NO. ST2031 BID NO. 25.168 QUEST CDN NO. 9685228
10:00 A.M. BID OPENING 6/12/2025 AT THE CITY OF BROKEN ARROW OPERATIONS BUILDING VIA VIRTUAL BID OPENING

Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Paragon Contractors LLC		Cherokee Pride Construction Inc.		Grade Line Construction, LLC		TimberWolf Excavating LLC	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid - Paving, Drainage, Waterline, Erosion Control & Temporary Traffic Control														
1	201(A)	CLEARING AND GRUBBING	LSUM	1	\$10,000.00	\$10,000.00	\$10,111.00	\$10,111.00	\$40,000.00	\$40,000.00	\$12,500.00	\$12,500.00	\$28,000.00	\$28,000.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	2198	\$38.00	\$83,524.00	\$22.18	\$48,751.64	\$20.00	\$43,960.00	\$25.00	\$54,950.00	\$28.00	\$61,544.00
3	205(A)	TYPE A-SALVAGED TOPSOIL	LSUM	1	\$30,000.00	\$30,000.00	\$18,216.00	\$18,216.00	\$25,000.00	\$25,000.00	\$13,500.00	\$13,500.00	\$50,000.00	\$50,000.00
4	220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	\$15,000.00	\$15,000.00	\$10,545.00	\$10,545.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$21,000.00	\$21,000.00
5	221	EROSION CONTROL	LSUM	1	\$20,000.00	\$20,000.00	\$12,670.00	\$12,670.00	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00	\$38,500.00	\$38,500.00
6	230(A)	SOLID SLAB SODDING	SY	4490	\$8.00	\$35,920.00	\$4.73	\$21,237.70	\$5.00	\$22,450.00	\$6.00	\$26,940.00	\$6.50	\$29,185.00
7	303(A)	AGGREGATE BASE TYPE A	CY	1684	\$65.00	\$109,460.00	\$53.21	\$89,605.64	\$60.00	\$101,040.00	\$75.00	\$126,300.00	\$60.00	\$101,040.00
8	307(D)	LIME	TON	49	\$280.00	\$13,720.00	\$473.00	\$23,177.00	\$250.00	\$12,250.00	\$350.00	\$17,150.00	\$350.00	\$17,150.00
9	307(H)	LIME STABILIZED SUBGRADE	SY	4437	\$5.00	\$22,185.00	\$10.76	\$47,742.12	\$2.00	\$8,874.00	\$13.40	\$59,455.80	\$8.00	\$35,496.00
10	310(B)	SUBGRADE, METHOD B	SY	1052	\$3.00	\$3,156.00	\$2.65	\$2,787.80	\$1.00	\$1,052.00	\$2.50	\$2,630.00	\$13.00	\$13,676.00
11	325	SEPARATOR FABRIC	SY	5797	\$3.00	\$17,391.00	\$2.05	\$11,883.85	\$2.00	\$11,594.00	\$1.75	\$10,144.75	\$2.00	\$11,594.00
12	326(B)	GEOGRID REINFORCEMENT	SY	4418	\$5.00	\$22,090.00	\$1.90	\$8,394.20	\$4.00	\$17,672.00	\$3.00	\$13,254.00	\$4.50	\$19,881.00
13	409(A)	FABRIC REINFORCEMENT	SY	15530	\$8.00	\$124,240.00	\$4.23	\$65,691.90	\$4.50	\$69,885.00	\$5.40	\$83,862.00	\$5.20	\$80,756.00
14	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	1582	\$115.00	\$181,930.00	\$91.40	\$144,594.80	\$113.00	\$178,766.00	\$96.80	\$153,137.60	\$131.00	\$207,242.00
15	411(C)	SUPERPAVE, TYPE S4 (PG 70-28 OK)	TON	3660	\$155.00	\$567,300.00	\$106.70	\$390,522.00	\$115.00	\$420,900.00	\$120.00	\$439,200.00	\$135.00	\$494,100.00
16	411(D)	SUPERPAVE, TYPE S6 (PG 64-22 OK)	TON	1081	\$130.00	\$140,530.00	\$93.60	\$101,181.60	\$118.00	\$127,558.00	\$115.35	\$124,693.35	\$134.00	\$144,854.00
17	411(H)	SUPERPAVE, TYPE S3(PATCH)(PG64-22OK)	TON	455	\$275.00	\$125,125.00	\$174.40	\$79,352.00	\$200.00	\$91,000.00	\$111.25	\$50,618.75	\$143.00	\$65,065.00
18	412	COLD MILLING PAVEMENT	SY	15431	\$6.00	\$92,586.00	\$3.33	\$51,385.23	\$3.75	\$57,866.25	\$2.60	\$40,120.60	\$6.00	\$92,586.00
19	414(B)	DOWEL JOINTED P.C.C.PAVT.(PLACEMENT)	SY	1748	\$40.00	\$69,920.00	\$64.30	\$112,396.40	\$28.00	\$48,944.00	\$55.00	\$96,140.00	\$48.00	\$83,904.00
20	414(G)	P.C. CONCRETE FOR PAVEMENT	CY	468	\$225.00	\$105,300.00	\$178.00	\$83,304.00	\$200.00	\$93,600.00	\$285.00	\$133,380.00	\$380.00	\$177,840.00
21	501(G)	CLSM BACKFILL	CY	10	\$250.00	\$2,500.00	\$230.00	\$2,300.00	\$200.00	\$2,000.00	\$150.00	\$1,500.00	\$450.00	\$4,500.00
22	509(D)	CLASS C CONCRETE	CY	10	\$430.00	\$4,300.00	\$960.00	\$9,600.00	\$300.00	\$3,000.00	\$465.00	\$4,650.00	\$1,000.00	\$10,000.00
23	601(E)	TYPE III LAID UP PLAIN RIPRAP	SY	159	\$160.00	\$25,440.00	\$71.40	\$11,352.60	\$60.00	\$9,540.00	\$65.00	\$10,335.00	\$5.20	\$82.80
24	602(C)	FILTER FABRIC	SY	215	\$6.00	\$1,290.00	\$2.45	\$526.75	\$2.00	\$430.00	\$2.00	\$430.00	\$2.50	\$537.50
25	609(B)	COMBINED CURB & GUTTER (6" BARRIER)	LF	1465	\$45.00	\$66,225.00	\$31.85	\$46,660.25	\$25.00	\$36,625.00	\$40.00	\$58,600.00	\$35.00	\$51,275.00
26	610(A)	4" CONCRETE SIDEWALK	SY	2347	\$90.00	\$211,230.00	\$54.20	\$127,207.40	\$75.00	\$176,025.00	\$70.00	\$164,290.00	\$85.00	\$199,495.00
27	610(A)	4" DECORATIVE CONCRETE SIDEWALK	SY	451	\$140.00	\$63,140.00	\$117.15	\$52,834.65	\$150.00	\$67,500.00	\$165.00	\$74,415.00	\$110.00	\$49,610.00
28	610(B)	6" CONCRETE DRIVEWAY (H.E.S.)	SY	218	\$100.00	\$21,800.00	\$66.20	\$14,431.60	\$80.00	\$17,440.00	\$95.00	\$20,710.00	\$115.00	\$25,070.00
29	610(G)	ASPHALT DRIVEWAY	SY	124	\$160.00	\$19,840.00	\$104.70	\$12,982.80	\$81.00	\$10,044.00	\$65.00	\$8,060.00	\$65.00	\$8,060.00
30	610(I)	TACTILE WARNING DEVICE-NEW	SF	243	\$50.00	\$12,150.00	\$30.00	\$7,290.00	\$25.00	\$6,075.00	\$35.00	\$8,505.00	\$40.00	\$9,720.00
31	611(A)	MANHOLE (8" DIA.)	EA	3	\$11,000.00	\$33,000.00	\$10,061.00	\$30,183.00	\$15,000.00	\$45,000.00	\$16,500.00	\$49,500.00	\$18,500.00	\$55,500.00
32	611(B)	ADD'L DEPTH IN MANHOLE (8" DIA.)	VF	21	\$600.00	\$12,600.00	\$1,093.00	\$22,953.00	\$600.00	\$12,600.00	\$1,000.00	\$21,000.00	\$1,500.00	\$31,500.00
33	611(G)	INLET CI DES 1 (STD.)	EA	1	\$6,000.00	\$6,000.00	\$4,507.00	\$4,507.00	\$12,000.00	\$12,000.00	\$4,200.00	\$4,200.00	\$6,850.00	\$6,850.00
34	611(G)	STANDARD BROKEN ARROW INLET - ST30 (4"X3")	EA	1	\$7,400.00	\$7,400.00	\$6,124.00	\$6,124.00	\$15,000.00	\$15,000.00	\$7,800.00	\$7,800.00	\$7,850.00	\$7,850.00
35	611(H)	ADD'L DEPTH IN INLET CI DES 1	VF	4	\$900.00	\$3,600.00	\$607.00	\$2,428.00	\$500.00	\$2,000.00	\$650.00	\$2,600.00	\$800.00	\$3,200.00
36	612(A)	MANHOLES ADJUST TO GRADE	EA	7	\$2,000.00	\$14,000.00	\$1,177.00	\$8,239.00	\$1,000.00	\$7,000.00	\$1,650.00	\$11,550.00	\$2,500.00	\$17,500.00
37	612(E)	VALVE BOXES ADJUST TO GRADE	EA	4	\$600.00	\$2,400.00	\$550.00	\$2,200.00	\$800.00	\$800.00	\$475.00	\$1,900.00	\$1,850.00	\$7,400.00
38	612(E)	METER BOXES ADJUST TO GRADE	EA	1	\$600.00	\$600.00	\$615.00	\$615.00	\$500.00	\$500.00	\$525.00	\$525.00	\$850.00	\$850.00
39	613(EE)	18" CORRUGATED POLYPROPYLENE PIPE	LF	66	\$100.00	\$6,600.00	\$135.00	\$8,910.00	\$100.00	\$6,600.00	\$180.00	\$11,880.00	\$150.00	\$9,900.00
40	613(EE)	24" CORRUGATED POLYPROPYLENE PIPE	LF	124	\$150.00	\$18,600.00	\$76.25	\$9,455.00	\$140.00	\$17,360.00	\$200.00	\$24,800.00	\$180.00	\$22,320.00
41	613(E)	60" CORRUGATED POLYPROPYLENE PIPE	LF	517	\$250.00	\$129,250.00	\$208.00	\$107,536.00	\$240.00	\$124,080.00	\$350.00	\$180,950.00	\$480.00	\$248,160.00
42	613(L)	24" PREFAB. CULVERT END SEC., ROUND	EA	1	\$1,000.00	\$1,000.00	\$1,257.00	\$1,257.00	\$1,000.00	\$1,000.00	\$1,350.00	\$1,350.00	\$3,500.00	\$3,500.00
43	613(L)	60" PREFAB. CULVERT END SEC., ROUND	EA	1	\$4,900.00	\$4,900.00	\$3,666.00	\$3,666.00	\$5,000.00	\$5,000.00	\$4,900.00	\$4,900.00	\$12,000.00	\$12,000.00
44	616(N)	SERVICE CONNECTION (LONG)	EA	1	\$2,000.00	\$2,000.00	\$7,574.00	\$7,574.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
45	619(A)	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1	\$40,000.00	\$40,000.00	\$32,825.00	\$32,825.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00
46	619(B)	REMOVAL OF CURB AND GUTTER	LF	1484	\$15.00	\$22,260.00	\$5.75	\$8,533.00	\$10.00	\$14,840.00	\$9.00	\$13,356.00	\$10.00	\$14,840.00
47	619(B)	REMOVAL OF CONCRETE MEDIAN	SY	361	\$15.00	\$5,415.00	\$13.40	\$4,837.40	\$15.00	\$5,415.00	\$30.00	\$10,830.00	\$15.00	\$5,415.00
48	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	2028	\$8.00	\$16,224.00	\$14.00	\$28,392.00	\$15.00	\$30,420.00	\$25.00	\$50,700.00	\$10.00	\$20,280.00
49	619(B)	REMOVAL OF CONCRETE DRIVEWAY	SY	242	\$20.00	\$4,840.00	\$25.00	\$6,050.00	\$15.00	\$3,630.00	\$25.00	\$6,050.00	\$10.00	\$2,420.00
50	619(B)	REMOVAL OF ASPHALT DRIVEWAY	SY	320	\$20.00	\$6,400.00	\$16.35	\$5,232.00	\$15.00	\$4,800.00	\$25.00	\$8,000.00	\$10.00	\$3,200.00
51	619(B)	REMOVAL OF SIDEWALK	SY	274	\$20.00	\$5,480.00	\$15.30	\$4,192.20	\$15.00	\$4,110.00	\$25.00	\$6,850.00	\$10.00	\$2,740.00
52	624(E)	FENCE - STYLE CLF (6" HIGH, CLASS A)	LF	50	\$60.00	\$3,000.00	\$128.50	\$6,425.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$90.00	\$4,500.00
53	641	MOBILIZATION	LSUM	1	\$184,000.00	\$184,000.00	\$74,000.00	\$74,000.00	\$150,000.00	\$150,000.00	\$165,000.00	\$165,000.00	\$250,000.00	\$250,000.00
54	642(B)	CONSTRUCTION STAKING LEVEL II	LSUM	1	\$20,000.00	\$20,000.00	\$13,391.00	\$13,391.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
55	805(A)	(PL) REMOVAL OF EXSITING SIGNS	EA	6	\$300.00	\$1,800.00	\$117.00	\$702.00	\$150.00	\$900.00	\$105.00	\$630.00	\$150.00	\$900.00
56	805(D)	(PL) REMOVE AND RESET EXISTING SIGNS	EA	2	\$200.00	\$400.00	\$409.00	\$818.00	\$400.00	\$800.00	\$375.00	\$750.00	\$50.00	\$100.00
57	850(A)	SHEET ALUMINUM SIGNS	SF	41	\$35.00	\$1,435.00	\$29.20	\$1,197.20	\$35.00	\$1,435.00	\$26.00	\$1,066.00	\$41.00	\$1,681.00
58	851(C)	2" SQUARE TUBE POST	LF	63	\$15.00	\$945.00	\$17.55	\$1,105.65	\$25.00	\$1,575.00	\$16.00	\$1,008.00	\$15.00	\$945.00
59	856(A)	TRAFFIC STRIPE (MULTI-POLY.) (4" WIDE)	LF	8215	\$1.50	\$12,322.50	\$1.75	\$14,376.25	\$1.75	\$14,376.25	\$1.65	\$13,554.75	\$1.90	\$15,608.50
60	856(A)	TRAFFIC STRIPE (MULTI-POLY.) (8" WIDE)	LF	236	\$3.00	\$708.00	\$17.55	\$4,141.80	\$20.00	\$4,720.00	\$16.00	\$3,776.00	\$6.00	\$1,416.00
61	856(A)	TRAFFIC STRIPE (MULTI-POLY.) (24" WIDE)	LF	539	\$15.00	\$8,085.00	\$23.40	\$12,612.60	\$22.00	\$11,858.00	\$21.50	\$11,588.50	\$25.00	\$13,475.00
62	856(B)	TRAFFIC STRIPE (MULTI-POLY.) (ARROWS)	EA	26	\$250.00	\$6,500.00	\$468.00	\$12,168.00	\$410.00	\$10,660.00	\$430.00	\$11,180.00	\$250.00	\$6,500.00
63	857(C)	REMOVABLE PAVEMENT MARKING TAPE(4" WIDE)	LF	23810	\$1.50	\$35,715.00	\$1.30	\$30,953.00	\$1.12	\$26,667.20	\$1.15	\$27,381.50	\$3.00	\$71,430.00



City of Broken Arrow

Request for Action

File #: 25-748, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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)

Background:

The Reconnecting Broken Arrow project is a Federal Fiscal Year 2023 RAISE Planning Grant funded project which requires an A/E firm selection for design. The Engineering & Construction Department selected the A/E firm Garver, LLC based upon submitted statements of qualifications and interviews for selection of a consultant. The design agreement negotiated with Garver, LLC for this project includes a multimodal transportation study, a multimodal level of service report, preliminary plans for roadway, sidewalk, side-path, and multi-use trail, and environmental permitting assistance for the study area.

The total project amount is \$6,274,918. The City is responsible for \$1,254,984 (20%). The Federal Highway Administration (FHWA) is responsible for the remaining \$5,019,934 (80%) and will direct pay the cost.

The project consists of study and preliminary design for the following:

- Multi-use trail design between Nienhuis Park and Hillside Drive.
- Roadway widening and rehabilitation of Aspen Avenue from Omaha Street to 46th Street South and Aspen Avenue and Omaha Street intersection.
- Roadway improvements of Elm Place from Kenosha Street to Albany Street
- Roadway improvements of 9th Street from Kenosha Street to Albany Street
 - Intersection improvements at 9th Street and Kenosha Street
 - Intersection improvements at 9th Street and Hillside Drive
- Sidewalk and side-path design at various locations including:
 - Hillside Drive from Albany Street to Camino Villa Neighborhood
 - Kenosha Street through the Camino Villa Neighborhood to Timber Ridge Elementary
 - Aspen Avenue from Kenosha Street to 46th Street South
 - 46th Street from Aspen Avenue to Rosa Parks Elementary School (Partnership with City of Tulsa)
 - Kenosha Street from Aspen Avenue to 9th Street

Cost: \$1,254,984.00 (City share only)

File #: 25-748, Version: 1

Funding Source: 2018 GO Bond

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Agreement for Professional Consultant Services

Recommendation:

Approve and authorize execution of Agreement for Professional Consultant Services with Garver, LLC for providing design services for the Reconnecting Broken Arrow RAISE grant project (Project Number ST24140).

**AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
RECONNECTING BROKEN ARROW RAISE GRANT
ST24140**

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

WITNESSETH:

WHEREAS, OWNER intends to provide design plans for the multimodal improvements of the roadway corridors included in the Reconnecting Broken Arrow RAISE Grant application (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws enforced as of the effective date of the AGREEMENT, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. Notwithstanding the foregoing, CONSULTANT is obligated to perform its professional services in accordance with the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances in a similar locality with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to the CONSULTANT. OWNER shall defend, indemnify, and hold harmless the CONSULTANT against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER, pursuant to a non-exclusive license to use the work product for project purposes only.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not

limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

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

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

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ARTICLE 23 - COMPLETION

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.

24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow
485 N. Poplar Street
Broken Arrow, OK 74012
Contact: Mr. Brent Stout, P.E.
Transportation Project Engineer

CONSULTANT: Garver, LLC
6100 S Yale Ave, Suite 1300
Tulsa, OK 74136
(918) 250-5922
Contact Name: Michael Winterscheidt
Transportation Team Leader

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

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IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

Garver, LLC

By: _____
Michael J. Winterscheidt, Project Manager

Date: MAY 5, 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Damon D. Domer, Project Manager

Date: 5/5/2025

Approved as to form:

D. Graham Parker 6/10/2025
Assistant City Attorney

VERIFICATION

State of OKLAHOMA)
County of TULSA) §

Before me, a Notary Public, on this 5th day of MAY, 2025, personally appeared Michael J. Winterscheidt, known to be to be the Project Manager of Garver, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

August 05, 2028

Notary Public

AMBER RAKESTRAW
NOTARY PUBLIC
TULSA COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 20009443
EXPIRES 08-05-2028

**RESOLUTION ADOPTED
BY THE MANAGEMENT COMMITTEE OF
GARVER, LLC.**

The Management Committee of Garver, LLC, hereby certify that, as duly elected and qualified officers of said firm, the following resolution was adopted at a specially called meeting held on the 25 th day of April 2025, and that said Resolution is now in full force and effect:

NOW, THEREFORE, IT IS RESOLVED, that:

Brock E. Hoskins, Chair, President, Chief Executive Officer
Michael J. Graves, Executive Vice President, Chief Operating Officer
Jerry D. Holder, Jr., Senior Vice President, Treasurer
Frank O. McIlwain, Senior Vice President
Brent S. Schniers, Senior Vice President
Jeffrey L. Sober, Senior Vice President
Wm. Earl Mott, Jr., Senior Vice President
Kurtis L. John, Senior Vice President, Secretary, General Counsel
Matthew J. Gross, Vice President, Chief Information Officer
Kyle M. Lawson, Vice President, Chief Financial Officer
John C. Shaw, Vice President, Chief Human Resource Officer
Laura E. Nick, Vice President, Chief Communications Officer

Colin M. Bible, Vice President
John F. Cantabery, Vice President
Josh B. Crawford, Vice President
John C. Cutright, Vice President
Jason C. Langhammer, Vice President
Mary E. Mach, Vice President
R. Blake Martin, Vice President
Mitchell R. McAnally, Vice President
Shannon D. McGarrah, Vice President
Randall G. McIntyre, Vice President
Todd E. Mueller, Vice President
Daniel N. Olson, Vice President
Ronald S. Petrie, Vice President
J. Andy Pruitt, Vice President
Blake W. Roberson, Vice President
John H. Ruddell, Vice President
Brian S. Shannon, Vice President
Aimee R. Schroller, Vice President
Patrick R. Sisemore, Vice President
S. Shane Smith, Vice President
Wallace C. Smith, Vice President
Nicci D. Tiner, Vice President
Wendy G. Travis, Vice President
John T. Watkins, III, Vice President
Adam T. White, Vice President
Dakota G. Zimmerman, Vice President

Nick J. Altobelli, Senior Project Manager
Amanda J. Anderson, Senior Project Manager
Gregory A. Archer, Director of Architecture
T. Wayne Black, Senior Project Manager
Christopher M. Bohm, Senior Project Manager
Bradley S. Bradshaw, Senior Project Manager
James B. Cabiness, Senior Project Manager
R. Wesley Cardwell, Business Team Leader
John W. Carrigan, Business Line Leader
Brian S. Chong, Water Design Center Manager
Robert J. Cook, Government Relations Director
Ernesto A. Flores, Water Design Center Manager
Christopher D. Gatling, Water Design Center Manager
Lance P. Klement, Senior Project Manager
Scott C. Leach, Senior Project Manager
Craig G. Leone, Project Manager
Zachary T. Moore, Project Manager
Jerry T. Martin, Project Manager
Ryan G. Patton, Senior Project Manager
Nathaniel R. Polsgrove, Planning Director
Justin A. Rackley, Senior Project Manager
Jenny E. Sallee, Senior Project Manager
Matthew J. Serynek, Business Line Leader
Michael L. Spayd, Project Manager
Gregory T. Swoboda, Senior Project Manager
Keith D. Tencleve, Director of Innovation & Business Support
R. Lawren Wilcox, Business Line Leader
Michael J. Winterscheidt, Project Manager

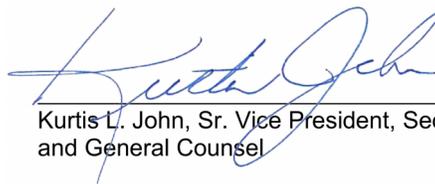
are authorized and empowered to execute proposals and contracts on behalf of Garver, LLC.

In witness hereto, we have subscribed by name as officers of Garver, LLC, and have caused the seal of the Limited Liability Company to be affixed this 25th day of April 2025.





Brock Hoskins, Chair and President



Kurtis L. John, Sr. Vice President, Secretary
and General Counsel

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
RECONNECTING BROKEN ARROW RAISE GRANT
ST24140**

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to complete a multimodal transportation study; prepare a multimodal level of service report; prepare plans for roadway, sidewalk, sidepath, and multi-use trail; and NEPA and environmental permitting assistance for the study area included in the OWNER's 2023 RAISE Grant Application, Reconnecting Broken Arrow: Planning for Multimodal Improvements. These documents shall include, but not be limited to, the following: Multimodal Level of Service report, preliminary design plans detailing the intent of the project; environmental studies and NEPA document, standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$ 7,300,000.00 budgeted for this PROJECT that includes all professional consultant fees and right-of-way acquisition documents. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: This project consists of study and design improvements to the following corridors in the study location:

- A new multiuse trail design between Nienhuis Park and Hillside Drive
- Roadway widening and rehabilitation
 - N Aspen Avenue from the intersection with W Omaha Street to E 46th Street
 - N Elm Place from W Kenosha Street to US-51
 - N Elm Place from US-51 to W Albany Street
 - N 9th Street from E Kenosha Street to E Albany Street

- N 9th Street and E Kenosha Street Intersection
- N 9th Street and E Hillside Drive Intersection
- Sidewalk and Sidepath design
 - Kenosha Street from N Aspen Avenue to N 9th Street
 - N Aspen Avenue from W Kenosha Street to W Omaha Street
 - E 46th Street from N Aspen Avenue to Rosa Parks Elementary School
 - E Hillside Drive from N 9th Street to Camino Villa Neighborhood
 - E Hillside Drive from E Albany Street to N 9th Street
 - E Kenosha Street through the Camino Villa Neighborhood to Timber Ridge Elementary School

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the subsurface exploration and design the subgrade and pavement section(s) as well as structure foundations; perform civil design including water and sewer lines, and grading; and perform hydraulics/hydrology necessary to properly design the drainage structures as well as bridge sizing/configuration as necessary. All necessary structural design required for the project including foundation design shall be performed by the CONSULTANT. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Public and Stakeholder Outreach and Coordination
- Environmental Studies and NEPA Documentation
- Geometric, Site Grading, Drainage, Paving, and Miscellaneous Design
- Lighting Study and Design
- Landscape Architectural and Signage Design
- Public Utility Design and Relocations (as required)
- Private Utility Relocation Services and Coordination
- Right-of-Way Documents Preparation & Staking

3.0 SCOPE OF SERVICES

PHASE 1 – CORRIDOR PLANNING AND PUBLIC/STAKEHOLDER ENGAGEMENT

The first phase of this study consists of multimodal traffic analysis including data

collection, level of service analysis, crash data analysis, consideration of multimodal accessibility and safety countermeasures, simulation modeling and reporting. The proposed improvements will be presented to the public and key stakeholders through a detailed engagement process.

3.1 DATA COLLECTION

CONSULTANT will collect traffic volumes including pedestrians and bicycles, travel speeds, inventory existing roadway and intersection geometry, including crosswalks, crossing facilities and trail paths, ADA compliant infrastructure, pedestrian push buttons, traffic signal timings, lane widths, presence of bike lanes or trails, crash data, intersections and driveways inventory, lighting inventory, school bus stops and bus routes, and micro-transit inventory. In addition, multimodal data from big data provider, Replica, will be utilized to better define pedestrian risk, speeding data, and mode share.

3.1.1 Traffic Volume Data Collection

Intersection turning movement counts (including bicycle and pedestrian movements) will be collected for 24-hours in 15-minute increments on all the approaches at the following locations for this project.

1. W Omaha Street and N Aspen Avenue
2. N Aspen Avenue and W Granger Street
3. W Albany Street and N Aspen Avenue
4. N Aspen Avenue and W Vancouver Street
5. N Aspen Avenue and W Tacoma Street
6. W Kenosha Street and N Aspen Avenue
7. W Kenosha Street and N Narcissus Avenue
8. W Kenosha Street and Rhema Bible Church Entrance
9. W Kenosha Street and N Elm Place
10. N Elm Place and W Norman Street
11. Kenosha Street and N Main Street
12. E Kenosha Street and N 4th Street
13. N 9th Street and E Tacoma Street
14. E Albany Street and N 9th Street
15. N 9th Street and E Juneau Street
16. E Kenosha Street and N 27th Street/Kilby Drive
17. E Kenosha Street and N 33rd Street
18. E Hillside Drive and N 23rd Street
19. E Hillside Drive and N 20th Street
20. E Albany Street and N 23rd Street
21. E Albany Street and N 12th Street/Creekwood Drive
22. E Albany Street and N 16th Street

In addition, traffic data from ODOT's adjacent study of the Broken Arrow Expressway (SH-51) will be utilized to provide consistency between the study.

The data collection plan for that project is detailed below.

1. N Aspen Avenue and WB Broken Arrow Expressway
2. Ramp Count with Classification – WB Broken Arrow Expressway
3. N Aspen Avenue and EB Broken Arrow Expressway
4. N Elm Place and W Queens Street
5. N Elm Place and W Queens Circle
6. N Elm Place and EB Broken Arrow Expressway
7. N Elm Place and WB Broken Arrow Expressway
8. N Elm Place and Stone Wood Drive
9. N Elm Place and E Albany Street
10. E Kenosha Street and N 9th Street
11. N 9th Street and E Lansing Street
12. N 9th Street and EB Broken Arrow Expressway
13. N 9th Street and WB Broken Arrow Expressway
14. N 9th Street and E Hillside Drive
15. E Kenosha Street and EB Broken Arrow Expressway
16. E Kenosha Street and WB Broken Arrow Expressway
17. E Kenosha Street and N 20th Street
18. E Kenosha Street and N 23rd Street
19. SH 51 and E Houston St
20. SH 51 Mainline Count with Classification and Speed (Two Locations)
21. Ramp Count with Classification – WB Broken Arrow Expressway
22. Ramp Count with Classification – EB Broken Arrow Expressway
23. Ramp Count with Classification – EB Muskogee Turnpike
24. Ramp Count with Classification – SB Creek Turnpike to WB Muskogee Turnpike
25. Ramp Count with Classification – EB Muskogee Turnpike
26. Ramp Count with Classification – WB Muskogee Turnpike to SB Creek Turnpike
27. Ramp Count with Classification – EB Muskogee Turnpike to SB Creek Turnpike
28. Ramp Count with Classification – NB Creek Turnpike to WB Muskogee Turnpike
29. Ramp Count with Classification – SB Creek Turnpike to EB Muskogee Turnpike
30. Ramp Count with Classification – EB Muskogee Turnpike to NB Creek Turnpike
31. Ramp Count with Classification – NB Creek Turnpike to EB Muskogee Turnpike

Traffic volumes collected will be checked for any errors and corrected/recounted if needed. Historical ADTs for the study corridor will be obtained from the OWNER and ODOT as available. Supplemental driveway same counts will be taken in the field as required to analyze alternatives.

3.1.2. Speed Data

CONSULTANT will utilize field equipment with a GPS unit to collect operating speeds and will supplement this data with information from Replica, a big data provider. Speeds will be collected in all travelling directions on major facilities for AM and PM peak periods.

3.1.3. Field Reconnaissance

CONSULTANT will collect existing roadway and intersection geometry, traffic signal information, queue lengths at intersections, lighting, and intersections and driveways inventory.

Existing congestion levels and local peaking characteristics will be documented during the peak hours. Traffic signal timing information (including pedestrian crossing intervals) will be obtained from the City of Broken Arrow.

3.1.4. Crash Data

Crash data for the most recent five-year period will be obtained from the OWNER/ODOT.

3.1.5. Traffic Signal Timing Data

Operating plans for every traffic signal in the study area will be tabulated to reflect time of day plans and pedestrian crossing information.

3.1.6. Review Prior Plans/Studies

CONSULTANT will review prior traffic studies and planning documents related to the study area.

3.1.7. Replica Data

CONSULTANT will assess “big data” from Replica to provide active transportation analysis, origins and destinations, and the safe streets planner module.

3.2 TRAFFIC VOLUME DEVELOPMENT

CONSULTANT will use the collected data and the information to produce balanced traffic volumes for the existing year conditions. If needed, the existing volumes will be adjusted to reflect any latent demand volume that wants to use the study area but is constrained due to downstream traffic congestion.

CONSULTANT will analyze historical and current traffic volumes along the corridor to calculate annual growth rates along various segments of the study area. With this information, information from INCOG, ODOT, and input from the OWNER staff, CONSULTANT will determine the 10-year and 20-year traffic projections for the study area. CONSULTANT will develop Existing, Future No-Build, and Future Build models for AM and PM peak periods with traffic data inclusive of pedestrians and bicycles.

3.3 TRAFFIC CAPACITY ANALYSIS AND MICRO-SIMULATION

Existing and future year traffic capacity analysis will be conducted using Synchro for HCM analysis and Vissim for microsimulation. A simulation model will be developed for existing and each of the conceptual roadway alternatives in Vissim. These models will help to identify any capacity and queuing issues that might need to be addressed in the study corridor. Vissim is a software capable of modeling vehicles as well as pedestrians and cyclists, and relevant facilities.

3.4 MULTIMODAL LEVEL OF SERVICE (MMLOS) ANALYSIS OF EXISTING AND CONCEPTUAL ROADWAY ALTERNATIVES

MMLOS methodology will take into consideration the roadway elements such as lanes, lane widths, turning islands, cross street widths, on-street parking, bike lanes, median type and width, clear sidewalk width, and presence of curb; traffic elements such as traffic control type, signal timing, traffic volumes, left turn lanes, and heavy vehicle percent; and transit elements such as number of bus stops, shelters/benches, exclusive transit lane, bus frequency, average dwell time, and near-side stops to analyze the roadway segment for multi-modal performance using HCM 7th Edition methodology. A LOS score will be calculated for each mode of travel on road segments.

Conceptual roadway alternatives will be evaluated with and without additional improvements such as rectangular rapid flashing beacons, mid-block crossings with median refuge, raised crosswalks, and access restrictions from the access/mobility task. In addition, CONSULTANT will assess the viability of Intelligent Transportation Systems installations, which may include smart signals that use advanced detection to adjust the timing and prioritize bike/ped traffic at intersections (e.g., by utilizing Leading Pedestrian Interval), thus reducing wait times and making active modes of transportation more appealing. This exercise will be helpful in determining the combinations of conceptual roadway improvements and additional improvements that meet the standards set forth in the INCOG Go Plan, City of Broken Arrow Next Comprehensive Plan, and Complete Streets Initiative.

CONSULTANT will consider several tools to conduct MMLOS analysis for existing and conceptual roadway alternatives, including: HCM MMLOS methodology, Level of Traffic Stress (LTS) analysis, ActiveTrans Priority tool by Federal Highway Administration, Cycling LOS tools (Bicycle Compatibility Index and Bicycle LOS), and Pedestrian LOS (PLOS) models. CONSULTANT will use HCM MMLOS methodology as the primary methodology, using other tools only to supplement when applicable. Several scenarios will be created from combining conceptual roadway alternatives with additional improvements described above.

3.5 CRASH ANALYSIS

Historical crashes involving both motorist and non-motorist vehicles will be analyzed to identify trends in the data and potential hot-spot locations within the City. Crash diagrams will be developed, and the data will be categorically analyzed based on type and severity of collisions, location, lighting condition, and pedestrian/bike related crashes. Crash modification factors will be applied for

potential safety benefits from proposed countermeasures.

3.6 ACCESS/MOBILITY STUDY

An Access/Mobility study will be conducted to identify access points/driveways which could be modified or eliminated to improve the traffic flow and safety of the study corridors. Detailed inventory of the driveways including the property served would be noted during the data collection through use of in-house tools. Access management strategies such as eliminating redundant driveways to the same property, relocating driveways near signalized intersections, improving the driveways by realigning or narrowing, prohibiting left turning movements, and implementing shared use driveways would be appropriately recommended to improve mobility and safety along the study corridor.

CONSULTANT will analyze the operating speeds across the entire study area and identify segments that have highly varying operating speeds from posted speeds. Factors that might be causing these higher speed fluctuations will be identified and countermeasures will be recommended. The countermeasures may include raised crosswalks, road diets, narrowed lane widths, landscaping and street trees, or roundabouts.

3.7 LIGHTING STUDY

Lighting levels will be assessed in the study area and compared to the recommended roadway lighting levels set forth by the Illumination Engineering Society of North America (IES). IES Lighting Handbook, IES RP-8 for Roadway Lighting, and IES LM-50-99 for Photometric Measurements of Roadway Lighting Installations will be referenced.

Lighting levels will be taken on grid spacing at road level in order to provide data points used to analyze the existing lighting throughout the study area.

CONSULTANT will use LumiTracker, an in-house developed solution that can assess illumination in the study area and present the findings on a user-friendly dashboard. The values will include horizontal average illuminance, horizontal minimum illuminance, horizontal maximum illuminance, horizontal uniformity (max:min), and horizontal uniformity (avg:min).

Measurements will be divided and represented in zones separating compliant from deficient areas. A cost estimate to upgrade the roadway lighting to fully meet IES recommended values will be provided.

3.8 TRAFFIC SIGNAL TIMING REVIEW FOR MULTIMODAL IMPROVEMENT

Existing traffic signal operating plans will be evaluated for progression as well as

multimodal improvements such as consideration of lower cycle lengths, leading pedestrian intervals, and updated crossing times. Timing plans will be evaluated for implementation with supporting documentation. New timing will be implemented for enhanced operation.

3.9 DEVELOPMENT OF MULTIMODAL STUDY ALTERNATIVES AND RECOMMENDATIONS

Study alternatives will be developed based on roadway classification, right-of-way standards, and future traffic projections. CONSULTANT will collaborate with the OWNER staff to determine the OWNER'S concept for the corridors and develop study alternatives that meet the needs of all the users. The focus of the alternatives will be on a design that provides continuity along the corridors that traverse the city thus support people who choose to walk, ride a bicycle (including e-bikes, scooters) or take a bus. This will include recommendations for new or improved pedestrian crossings (traffic signals, HAWKs, or RRFBs), and improvements near school zones as necessary.

3.10 INTERSECTION STUDY – OMAHA AT ASPEN

CONSULTANT will perform a traffic study of the intersection to determine the current traffic demand, crash experience, and operation. The consultant will assess historic growth trends, projection information from INCOG, and trip generation from known local developments. Future operating conditions will be assessed for a no build scenario and for the build configuration, which will be determined iteratively to optimize the turn lane lengths and signal phasing characteristics. A summary memo will document the study process.

3.11 DOCUMENTATION

A draft final report documenting the entire study process along with technical summaries, findings, and conclusions will be prepared. The draft report will be shared electronically with the OWNER staff prior to meeting to discuss OWNER'S comments. Upon receiving the comments from the OWNER, CONSULTANT will revise the draft report accordingly and produce the final report.

3.12 PUBLIC & STAKEHOLDER ENGAGEMENT

3.12.1 CONSULTANT will prepare a Public Involvement Plan (PIP) that will guide stakeholder and public involvement activities for the life of the project. The PIP will include a discussion of the OWNER'S regulatory responsibilities for public involvement, the objectives of public involvement for the project, the proposed tools and activities, and the general timeline. Specific attention will be given to identification and outreach to disadvantaged and underserved communities.

3.12.2 Phase 1 will include the formation of the Advisory Committee (AC) which will meet periodically throughout the project. It is anticipated that the AC will be comprised of the following entities; however, the final composition of the AC will be determined by the OWNER:

- City of Broken Arrow

- City Manager's Office
- Engineering and Construction
- Streets and Stormwater
- Parks and Recreation
- Development Services
- INCOG
- ODOT
- Elected Officials—City Councilor
- Broken Arrow Chamber of Commerce
- MetroLink Tulsa
- School Districts
 - Union Public Schools
 - Broken Arrow Public Schools
- Tulsa County Representative
- Wagoner County Representative
- City of Tulsa
- Neighborhood Associations
- Center for Individuals with Physical Challenges

CONSULTANT will coordinate the formation of the AC and will coordinate all meetings. It is anticipated that up to three (3) virtual AC meetings will occur during Phase 1. For each meeting, CONSULTANT will coordinate and hold a pre-meeting with the OWNER to discuss the meeting goals, agenda, and content. The first AC meeting will communicate the goals and objectives of the project to the AC and solicit input on specific needs and potential solutions. The second AC meeting will present the alternatives developed and obtain input to be used in selecting the final alternatives for design. A third meeting will be held if additional input is needed during the Phase 1 process. Tools such as Mentimeter will be used to gather targeted feedback from the AC as well as more open-ended comments.

3.12.3 CONSULTANT will develop and launch a project website in Phase 1 that will remain active for the duration of the project. The website will house general information about the project and serve to inform the public about progress and opportunities for public input. The website will include a comment page for the public to give input at any time during the project. Eventually the website will include maps and additional detail about the proposed improvements. The website will be advertised in conjunction with the first public meeting (see Section 3.12.4) and on the OWNER'S website. See Section 3.31 for Software Services Additional Language.

3.12.4 CONSULTANT will develop an on-line survey to include on the website. This survey will be used to gather targeted feedback from the public in addition to more open-ended comments. The content of the survey will be developed in coordination with the OWNER.

3.12.5 One in person public meeting will be held in Phase 1 to present alternatives and obtain public feedback. Prior to the public meeting, CONSULTANT will coordinate and hold a pre-meeting with the OWNER to discuss the meeting goals, format, and content. Notification of the public meeting will be done through a combination of letters, postcards, and information on the

OWNER'S website. CONSULTANT will prepare a presentation, display boards, handouts, and comment forms and will coordinate all meeting logistics. It is anticipated the meeting will take place in the evening at a location convenient to the project. All materials presented at the public meeting will also be available on the project website.

PHASE 2 – CONCEPTUAL DESIGN AND ENGINEERING

3.13 ADMINISTRATIVE/MANAGERIAL DUTIES:

CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

3.13.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.

3.13.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates. All designs shall meet current City of Broken Arrow codes, regulations and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances, Comprehensive Plan, AASHTO Green Book, MUTCD, and NACTO Urban Street Design Guide.

3.13.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.

3.13.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.14 LAND SURVEY:

Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.14.1 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.

3.14.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.

3.14.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility

easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.

3.14.4 Determine existing right-of-way and easements.

3.14.5 Prepare and submit right-of-way documents for said project as defined in Section 3.16.

3.14.6 Submit one (1) drawing on electronic media (AutoCAD 2018 version preferred) and one (1) PDF file of the final survey.

3.15 GEOTECHNICAL SERVICES

Geotechnical is anticipated for the completion of the project and is included in this scope of services. Any information provided by Owner to CONSULTANT is assumed as correct.

CONSULTANT will be responsible for contracting with a subconsultant to obtain geotechnical data necessary for the design of the roadway improvement Projects. The geotechnical subconsultant will provide 37 total borings at the locations described in Exhibit C. There will be 35 pavement borings and 2 shoulder borings, spaced at approximately 500 foot intervals. The thickness of the pavement cores will be recorded and photographed, to a depth of 3 feet or auger refusal. The geotechnical subconsultant will provide design recommendations for the roadway section based on their subsurface findings, including feasibility of mill/overlay of the existing pavement and pavement thickness recommendations for roadway reconstruction.

3.16 PLANNING AND CONCEPTUAL DESIGN PHASE:

Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.16.1 With OWNER input, establish project goals and alignments for streets, storm sewers, sanitary sewers and water lines as required.

3.16.2 Conduct all necessary geotechnical investigations and submit recommendations to the Owner for project sub-grade, pavement and foundation design.

3.16.3 Develop conceptual plan for street and stormwater improvements, including new pedestrian structures, modification to existing structures, needs for barrier protection, and soil retaining structures.

3.16.4 Develop conceptual plan for waterline relocations as needed to support street and stormwater improvements. Waterline relocations will be of same diameter and based on as needed limits for conflicts with proposed improvements.

3.16.5 Develop conceptual plan for sanitary sewer relocations as needed to support street and stormwater improvements. Sanitary sewer relocations will be of same diameter and based on as needed limits for conflicts with proposed

improvements.

3.16.6 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics and calculations for drainage design additions/improvements. Hydrology and hydraulic analysis will be performed for all locations that involve crossing or impacting a FEMA mapped floodplain or a stream delineated on the USGS Topographic Map. A Certified Letter of Map Revision (CLOMR) is expected to be required for the preliminary design of the Multimodal Trail. One (1) CLOMR preparation and submittal is included in this scope of services. Additional FEMA coordination, CLOMR, or LOMR tasks may be added by supplemental agreement.

3.16.7 Evaluate existing structures and provide a summary memo of findings. Structural evaluation will include:

- 3.16.7.1 Review of original construction plans, if available.
- 3.16.7.2 Review of previous bridge inspection reports, if available
- 3.16.7.3 Performing a site visit to verify geometry, member sizes, types and layout, and site conditions, assess general structural component and channel condition ratings (as applicable). General condition ratings will be provided as Good, Fair, or Poor, consistent with the National Bridge Inspection Standards (NBIS).
- 3.16.7.4 Performing a load rating analysis of bridge superstructures and culverts in accordance with the AASHTO specifications to verify structural adequacy of bridge-classed structures. A structure having an opening measured along the center of the roadway, trail or sidewalk of more than 20 feet between shall be considered a bridge-classed structure. Load rating analysis will be required if there is a change in loading conditions, signs of visible distress that has not been previously analyzed, or at the request of the OWNER. Load rating methods will include:
 - 3.16.7.4.1 Load and Resistance Factor Rating (LRFR) methodology in accordance with the Manual for Bridge Evaluation, 3rd edition with current interim revisions for bridges carrying both vehicular and pedestrian traffic.
 - 3.16.7.4.2 Load and Resistance Factor Rating (LRFR) methodology in accordance with the LRFD Guide Specifications for the Design of Pedestrian Bridges, 2nd Edition, with current interim revisions for structures carrying pedestrian traffic only.
 - 3.16.7.4.3 The summary memo will document site visit findings, load rating results, and recommendations for repair as needed to meet the needs of proposed alternatives. Details will be included in the Planning and Conceptual Design Phase submittal.

3.16.8 Provide a conceptual layout of proposed retaining wall structures, as needed. Conceptual layout of retaining wall structures will consider wall height, right-of-way and utility impacts, and constructability and maintenance considerations. Geotechnical investigations will not be performed for preliminary retaining wall design and subsurface conditions will be assumed

3.16.9 Coordinate with utility companies to provide adequate relocation corridors as necessary. Provide conceptual design plans to all utility companies electronically (i.e. pdf or CADD files as required) at submittal of conceptual design plans.

3.16.10 Identify “Ultimate” right-of-way required to accommodate construction of project and necessary utility relocation.

3.16.11 Submit three (3) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred, or earlier version), one (1) PDF file of the Planning & Conceptual design, and planning & conceptual cost estimate using 20% contingency.

3.16.12 The Planning and Conceptual Design Phase submittal shall include:

- Land Survey
- Title Sheet
- Typical Sections
- Miscellaneous Details
- Right-of-Way Map & Data (Existing Right-of-Way)
- Survey Data Sheet
- Plan and Profiles (Conceptual)
- General Plan and Elevation (as needed)
- Retaining Wall Layout (Conceptual)
- Identify any Public Utility Relocations on P&P
- Conceptual cross sections

3.16.13 Planning & Conceptual Design Review.

3.16.14 Attend a meeting with the OWNER to review the Conceptual Design Phase submittal and provide meeting minutes.

3.16.14.1. Prepare “Ultimate” right-of-way instruments which provide sufficient room to accommodate utility relocations and other construction activities. Instruments to be provided in Microsoft Word and PDF formats along with closure reports.

3.16.14.2. Prepare Right-of-Way map/plan sheet(s).

3.16.14.3. Submit, prior to completion of the preliminary design phase, three (3) bound sets of ½ size plan sheets and one (1) set of legal instruments, in both Microsoft Word and PDF formats, indicating “Ultimate” right-of-way documents for the project final taking/acquisitions requirements.

3.17 PRELIMINARY DESIGN PHASE:

Following approval of the Planning and Concept Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.17.1 Perform preliminary drainage analysis and design in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25.

3.17.2 Perform preliminary roadway geometric layout and design.

3.17.3 Provide preliminary design proposed structures, including span optimization, superstructure options including prestressed concrete beams, structural steel beams/girders, and prefabricated spans, and efficient substructure configuration.

3.17.4 Provide preliminary retaining wall design, including footing sizing and layouts.

3.17.5 Design and detail nonstandard miscellaneous details, as required by the study.

3.17.6 Perform an aesthetic study for corridor continuity, which will include aesthetic options such as form liners for retaining walls, parapet walls, and bridge columns, aesthetic features such as aesthetic columns and shields, lighting, fencing, decorative towers, Aesthetic study deliverables include:

- 3.17.6.1 Aesthetic design report summarizing recommended options.
- 3.17.6.2 Conceptual details of proposed aesthetic options.
- 3.17.6.3 Cost estimates for proposed aesthetic options.

3.17.7 Prepare preliminary construction plans and details, including public utility relocations, as necessary for proposed project.

3.17.8 Attend two (2) public meetings to present conceptual design plans and provide any figures, displays, or media required for use in the public meetings.

3.17.9 Participate in pre-final coordination with private and public utility companies.

- 3.17.9.1 Meet with utility companies and OWNER to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies.
- 3.17.9.2 Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to OWNER approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
- 3.17.9.3 Provide preliminary design plans to all utility companies electronically (i.e. pdf or CADD files as required).

3.17.10 Prepare preliminary quantity estimate.

3.17.11 Prepare preliminary construction cost estimate using 15% contingency.

3.17.12 Submit six (6) bound sets of 1/2 size prints, one (1) set of drawings on

electronic media (AutoCAD 2018), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.

3.17.13 The Preliminary Design Phase submittal shall include:

- Geotechnical Investigation Report
- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Miscellaneous Details
- Right of Way Map and Data with proposed right of way
- Project Drainage Area Map
- Survey Data Sheet
- Plan and Profiles
- Retaining Wall Layout
- Lighting removal and installation plans, as indicated in the study
- Signal Improvement Plans, as necessary
- Waterline Relocation Sheets, as necessary
- Sanitary Sewer Relocation Sheets, as necessary
- Public Utility Relocation Sheets, as necessary
- Special Details Sheets, as necessary
- Cross Section Sheets
- General Plan & Elevation, as necessary
- Nonstandard Miscellaneous and Structural Details, as necessary

3.17.14 Preliminary Design Review.

3.17.15 Attend a meeting with the OWNER to review the Preliminary Design Phase submittal and provide meeting minutes.

3.18 ROADWAY PROJECTS

3.18.1 N Aspen Ave.—Intersection at W Omaha St. to E 46th St.: The project scope is a widening of the road at the intersection of N Aspen Ave. and W Omaha St., roadway improvements between the intersection and E 46th St., signal improvements, sidewalk improvements, side path improvements, gateway monument sign, waterline and sanitary sewer relocations, drainage design, drainage analysis of the RCB approximately 1000' north of N Aspen Ave. and W Omaha St., and evaluate and design of RCB extensions or replacement.

3.18.2 N Elm Pl.—W Kenosha St. to US-51: The project scope is improvements to the N Elm Pl. and W Kenosha St. intersection, roadway improvements of N Elm Pl. between the intersections of W Kenosha St. and the interchange with eastbound US-51, signal improvements, sidewalk improvements, side path improvements, waterline and sanitary sewer relocations, drainage design, and approximately 1500 LF of retaining wall improvements. The bridge (NBI 24809) and interchanges to US-51 are excluded from the scope of this project, except for verification of existing bridge geometry. A proposed pedestrian bridge over US-51

will be considered based on the findings of Phase 1 of this study.

3.18.3 N Elm Pl.—US-51 to W Albany St.: The project scope is improvements to the N Elm Pl. and W Albany St. intersection, the N Elm Pl. and Queens Cir. Intersection, roadway improvements of Elm Pl. between the intersections of westbound US-51 and Albany St., signal improvements, sidewalk improvements, side path improvements, waterline and sanitary sewer relocations, drainage design, and approximately 500 LF of retaining wall improvements. The bridge (NBI 24809) and interchanges to US-51 are excluded from the scope of this project, except for verification of existing bridge geometry.

3.18.4 N 9th St.—E Kenosha St. to E Albany St.: The project scope is improvements to the N 9th St. and E Albany St. intersection, the N 9th St. and E Lansing St. intersection, the N 9th St. and E Hillside Dr. intersection, roadway improvements of N 9th St. between and including the intersections of E Kenosha St. and E Albany St., signal improvements, sidewalk improvements, sidepath improvements, waterline and sanitary sewer relocations, drainage design, drainage analysis of the RCB approximately 300' north of E Tacoma St., design of RCB extensions or replacement, and approximately 800 LF of retaining wall improvements. The bridge (NBI 24777) and interchanges to US-51 are excluded from the scope of this project, except for verification of existing bridge geometry. A proposed pedestrian bridge over US-51 will be considered based on the findings of Phase 1 of this study.

3.18.4.1 N 9th St. and E Kenosha St. Intersection: The project scope is improvements to the N 9th St. and E Kenosha St. intersection, signal improvements, sidewalk improvements, sidepath improvements, waterline relocations, drainage design, and drainage analysis.

3.18.4.2 N 9th St. and E Hillside Dr. Intersection: The project scope is improvements to the N 9th St. and E Kenosha St. intersection, signal improvements, sidewalk improvements, sidepath improvements, waterline and sanitary sewer relocations, drainage design, and drainage analysis.

3.19 MULTI-USE TRAIL

3.19.1 Nienhuis Park to Broken Arrow High School to E Hillside Dr.: The project scope is the addition of a multi-use trail between Nienhuis Park and E Hillside Dr., connection to the Broken Arrow High School, pedestrian crossing improvements at E Albany St. and E Reno St., drainage design, drainage analysis, design of RCB extensions or replacement, and approximately 1000 LF of retaining wall improvements.

3.19.1.1 Landscape architecture scope includes development of a corridor landscape plan with focus on restoring disturbed areas and placement of shade trees; development of 2 to 4 pause points along the length of the trail, to include bike and pedestrian-focused amenities, landscaping, and irrigation; planning and design of wayfinding signs for trail confirming with City of Broken Arrow standards.

3.20 SIDEPATHS/SIDEWALKS

3.20.1 N Aspen Ave.—W Kenosha St. to W Omaha St.: The project scope is along N Aspen Ave. between W Kenosha St. and W Omaha St. and includes sidewalk improvements, sidepath improvements, waterline relocations, drainage design, drainage analysis of 5 crossings, design of RCB extensions or replacement of 5 crossings, including NBI 19675, and approximately 800 LF of retaining wall improvements. The bridge (NBI 27147) and interchanges to US-51 are excluded from the scope of this project, except for verification of existing bridge geometry.

3.20.2 E 46th St.—N Aspen Ave. to Rosa Parks Elementary: The project scope is along E 46th St. between N Aspen Ave. and the west end of Rosa Parks Elementary, and includes sidewalk improvements, sidepath improvements, drainage design, and approximately 400 LF of retaining wall improvements.

3.20.3 Kenosha St.—N Aspen Ave. to N 9th St.: The project scope is along Kenosha St. between N Aspen Ave. and N 9th St., and includes sidewalk improvements, sidepath improvements, waterline relocations, drainage design, drainage analysis of 2 crossings, design of RCB extensions or replacement of 2 crossings, and approximately 700 LF of retaining wall improvements. The railroad crossing east of N Aspen Ave. will be excluded from this project. The design is being completed as a part of another City of Broken Arrow project and the two projects will be coordinated.

3.20.4 E Hillside Dr.—N 9th St. to Camino Villa to Timber Ridge Elementary: The project scope is along E Hillside Dr., N 27th St., E Kenosha St., and N 33rd St. The project includes sidewalk improvements, sidepath improvements, waterline relocations, drainage analysis of 2 crossings, design of RCB extensions or replacement of 2 crossings, and approximately 3000 LF of retaining wall improvements

3.20.5 E Hillside Dr.—E Albany St. to N 9th St.: The project scope is along Hillside Dr., and includes sidewalk improvements, sidepath improvements, waterline relocations, and approximately 700 LF of retaining wall improvements

3.20.6 Wayfinding signs: planning and design of wayfinding signs for trail confirming with City of Broken Arrow standards.

3.21 TRAFFIC DESIGN

3.21.1 W Omaha St at N Aspen Ave: A permanent traffic signal will be included in the plans. The design will include ADA pedestrian ramps with accessible pedestrian signals, flashing yellow arrow, and Iteris VantageNext detection. No communication or coordination is anticipated at the intersection.

3.21.2 E Kenosha at N 9th St: Traffic Signal Modifications including

- ADA ramps
- Pushbutton poles
- Accessible pedestrian signals
- Reflective back plates

3.21.3 E Lansing at N 9th St: Traffic Signal Modifications including

- ADA ramps
- Pushbutton poles
- Accessible pedestrian signals
- Reflective back plates

3.21.4 EB Broken Arrow Expwy at N 9th St: Traffic Signal Modifications including

- ADA ramps
- Pushbutton poles

3.21.5 WB Broken Arrow Expwy at N 9th St: no improvements anticipated.

3.21.6 E Hillside Dr at N 9th St: Traffic Signal Modifications including

- ADA ramps
- Pushbutton poles
- Accessible pedestrian signals
- Reflective back plates

3.21.7 E Albany St at N 9th St: Traffic Signal Modifications including

- ADA ramps
- Pushbutton poles
- Accessible pedestrian signals
- Reflective back plates

3.21.8 W Kenosha St at N Elm Pl.: Traffic Signal Modifications including

- ADA ramps
- Pushbutton poles
- Accessible pedestrian signals
- Reflective back plates

3.21.9 N Elm Pl at W Queens Cir.: Traffic Signal Modifications including

- ADA ramps
- Pushbutton poles
- Accessible pedestrian signals
- Reflective back plates

3.21.10 N Elm Pl at Broken Arrow Expwy.: No improvements anticipated.

3.21.11 N Elm Pl at W Stonewood Dr: Traffic Signal Modifications including

- ADA ramps
- Pushbutton poles
- Accessible pedestrian signals

- Reflective back plates
- Flashing yellow arrow

3.21.12 N Elm Pl at W Albany St.: Traffic Signal Modifications including

- ADA ramps
- Pushbutton poles
- Accessible pedestrian signals
- Reflective back plates

3.21.13 E Hillside Dr at N 23rd Ave: No improvements anticipated

3.22 PROPERTY ACQUISITION DOCUMENTS

CONSULTANT will contract with a subconsultant to provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner’s use in acquiring the property. Documentation will include a key map showing all affected properties and an individual tract map with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or “go-by” example for use by CONSULTANT. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 100 parcels. Property acquisition document preparation will begin after receiving the Owner’s comments from the Preliminary Design review.

3.23 PUBLIC & STAKEHOLDER ENGAGEMENT

Public involvement in Phase 2 will consist of three (3) virtual AC meetings and two (2) in person public meeting. These meetings will present the preliminary designs of the proposed improvements and obtain feedback. Tools such as Mentimeter will be used to gather targeted feedback from the AC as well as more open-ended comments.

Prior to the public meeting, CONSULTANT will coordinate and hold a pre-meeting with the OWNER to discuss the meeting goals, format, and content. Notification of the public meeting will be done through a combination of letters, postcards, and information on the OWNER’S website. CONSULTANT will prepare a presentation, display boards, handouts, and comment forms and will coordinate all meeting logistics. It is anticipated the meeting will take place in the evening at a location convenient to the project. All materials presented at the public meeting will also be available on the project website.

CONSULTANT will update the project website as plans are developed and will monitor the feedback received. Renderings of trail and roadway typical sections and intersection improvements will be prepared and posted. Interactive maps will be developed showing the location of the proposed improvements and providing opportunity for the public to leave comments in specific locations. Monthly updates on public feedback received will be provided to the OWNER.

3.24 PRIVATE UTILITY RELOCATION COORDINATION

A utility coordination meeting will be held after each of the conceptual and the

preliminary design plan submittals. The OWNER will schedule the coordination meetings, and CONSULTANT will participate in one utility coordination meeting after each submittal for each project. CONSULTANT will identify potential utility conflict points and pothole locations.

3.25 BENEFIT-COST ANALYSIS (BCA)

3.25.1 Data Request and Collection—Develop a list of data, documentation, and information needed to conduct the BCA, and will work with the Project team to compile data and develop model inputs. Will collaborate with the Project team to develop assumptions or estimates for data that does not currently exist. These data collection and initial modeling processes may be iterative as the team works together to ensure that all project benefits are quantified to generate objective, evidence-supported results.

Receiving the requested items in a timely manner is critical to producing quality work that meets the U.S. Department of Transportation (U.S. DOT) standards. Additional data or documentation may need to be supplied based on preliminary BCA findings.

3.25.2 Data Analysis and Modeling Methodology—The BCA will be developed using WSP USA's Excel BCA template which incorporates the latest BCA input values recommended by U.S. DOT in its most recent Benefit-Cost Analysis Guidance for Discretionary Grant Programs from December 2023. The BCA may generate benefits associated with respect to the build scenario and the resilience of the system such as:

- Safety improvements such as reduce fatalities and/or serious injuries;
- Environmental Sustainability including reductions in emissions and reductions in vehicle miles traveled specifically through modal shift to transit, rail, or active transportation; and
- Mobility and Community Connectivity;

For the cost portion of the equation, capital costs will be included, encompassing design/engineering, right-of-way, and construction; operating and maintenance costs; and rehabilitation and repair costs. The sum of benefits to the sum of costs will be compared to derive the following economic measures: benefit-cost ration, net present value, return on investment, and payback period.

3.25.3 Development of Narrative Section and Technical Memorandum—Modeling results will be summarized for inclusion in the BUILD grant application narrative in a two-page summary memorandum and in a detailed BCA Report (i.e., BCA Narrative). The BCA Narrative will clearly document all assumptions used and how they were derived, methodology for estimating benefits, and BCA findings. Additionally, we will include qualitative description of benefits that could not be quantified or monetized due to lack of sufficient data or methodology from U.S. DOT to make the most compelling case for the Project's benefits. Preliminary and final BCA findings will be shared via Virtual (MS Teams) meetings.

3.25.4 Quality Assurance/Quality Control (QA/QC) of BCA—The BCA will be reviewed by a principal economist for QA / QC. The persons responsible for QA

/ QC will review the BCA Model, two-page summary memorandum, and BCA Narrative, ensuring that all inputs are sourced appropriately and that all calculations are operating correctly. The principal economist will also consider the fundamental logic of the model assumptions, identifying concerns that U.S. DOT reviewers could raise.

3.25.5 Deliverables

- Memorandum summarizing BCA findings and methodology
- BCA Model
- Two-page preliminary and final summary of BCA results for inclusion in application narrative in Word format

3.26 FINAL DESIGN, BIDDING AND CONSTRUCTION SERVICES

No final design or bidding and construction services will be included in this contract.

PHASE 3—ENVIRONMENTAL ANALYSIS AND APPROVALS

3.27 ENVIRONMENTAL ANALYSIS

CONSULTANT will coordinate with FHWA to determine the needed studies and level of NEPA document required for the project. This scope includes the anticipated studies needed, if additional studies are required this will be considered extra work. It is anticipated the project can be authorized with a Categorical Exclusion. One NEPA document is anticipated; should multiple documents be required this will be considered extra work.

3.27.1 PROPERTY OWNER NOTIFICATION

CONSULTANT will identify the owner names and addresses of the properties within the study footprint from the Tulsa County Assessor. CONSULTANT will prepare a letter notifying the owners of the project and the intent to perform environmental investigations. The letter will be prepared for OWNER signature. Once signed, CONSULTANT will mail the letter to all private landowners within the study area. No field studies will be performed until at least two weeks after letters are mailed.

3.27.2 TRIBAL CONSULTATION

CONSULTANT will prepare letters for FHWA signature initiating tribal consultation pursuant to Section 106 of the National Historic Preservation Act. Should any tribe desire additional consultation on the project this will be completed by FHWA.

3.27.3 CULTURAL RESOURCES SURVEY

A cultural resources professional who meets or exceeds the Secretary of the Interior's Standards for archaeology as defined in 36 CFR 61 will perform a cultural resources survey of the project study area to determine if there is an effect on any property eligible for or listed in the National Register of Historic Places (NRHP). The Consultant will prepare and submit a report to the State Historic Preservation Office (SHPO) on behalf of FHWA. Should any mitigation to

historic properties be required this will be considered extra work.

3.27.4. WETLAND DELINEATION

A professional trained in wetland delineations will review the project and determine if any wetlands and other waters of the U.S. will be impacted. If wetlands and/or other jurisdictional waters are identified, they will be delineated in the field with a sub-meter GPS unit, documented in a report, and shape files of the jurisdictional areas will be provided. The report will be submitted to the U.S. Army Corps of Engineers (USACE) with the Section 404 permit application.

3.27.5. THREATENED & ENDANGERED SPECIES ASSESSMENT

CONSULTANT will conduct a review of the project's potential impacts on federally listed threatened and endangered species according to U.S. Fish and Wildlife Service (USFWS) procedures for federal projects. This review will include a field assessment for the presence of habitat for all federally-listed species within the project area and documentation of the presence of habitat and the potential effects in a report. The report will be submitted to the USFWS via the on-line review portal.

3.27.5.1. Bald & Golden Eagle Assessment

The Consultant will review the proposed action and determine if the action is in compliance with the Bald and Golden Eagle Protection Act (BGEPA). Results will be documented in the T&E Report.

3.27.5.2. Migratory Bird Assessment

The Consultant will review the proposed action and determine if the action is in compliance with the Migratory Bird Treaty Act (MBTA) and if the action has been planned in such a way to avoid the active nesting season of migratory birds. This is typically achieved through plan notes and scheduling. Results will be documented in the T&E report.

3.27.6. HAZARDOUS MATERIALS STUDIES

CONSULTANT will conduct a database review and reconnaissance to identify any hazardous or potentially hazardous materials/waste-related conditions within and adjacent to the existing and proposed project footprint. A report will be prepared to include all pertinent information regarding listed hazardous materials/waste and potentially hazardous materials/waste sites in the vicinity of the project and any recommendations for avoidance or additional work. It is not anticipated that a full Initial Site Assessment (ISA) will be required.

3.27.7 SECTION 4(f) EVALUATION

The proposed multi-modal trail within Neinhuis Park and Tiger Creek Nature Park will require coordination under Section 4(f). It is anticipated that impacts to Neinhuis Park and Tiger Creek Nature Park will be "de minimis" as defined in the regulation. CONSULTANT will coordinate two meetings with the OWNER Public Works and Parks Departments to discuss impacts and potential measures to minimize harm. CONSULTANT will prepare the de minimis coordination letter for OWNER signature. Notification of the 4f de minimis finding will be put on the OWNER and project websites and discussed at the Phase 3 public meeting.

3.28 ENVIRONMENTAL DOCUMENT

CONSULTANT will prepare a single Categorical Exclusion (CE) document under

NEPA for FHWA review and signature. The CE will include all improvements proposed under the project. If multiple documents are required or if an Environmental Assessment is required this will be considered extra work.

3.29 CLEAN WATER ACT SECTION 404 PERMIT APPLICATION

After the approval of the NEPA document and right-of-way plans, CONSULTANT will prepare one (1) Section 404 Permit pre-construction notification (PCN) for use of Nationwide Permit 14 for the project. The PCN will be submitted to the USACE for review and approval and CONSULTANT will prepare an Aquatic Resources Protection Plan. Should impacts exceed the threshold of the Nationwide Permit an Individual Permit would be required and would be considered extra work.

3.30 PUBLIC & STAKEHOLDER ENGAGEMENT

Public involvement in Phase 3 will consist of one (1) virtual AC meeting and one (1) in person public meeting. These meetings will present the proposed improvements and the environmental impacts.

Prior to the public meeting, CONSULTANT will coordinate and hold a pre-meeting with the OWNER to discuss the meeting goals, format, and content. Notification of the public meeting will be done through a combination of letters, postcards, and information on the OWNER'S website. CONSULTANT will prepare a presentation, display boards, handouts, and comment forms and will coordinate all meeting logistics. It is anticipated the meeting will take place in the evening at a location convenient to the project. All materials presented at the public meeting will also be available on the project website.

CONSULTANT will assemble and summarize all comments received from all project phases and produce a public involvement summary document. The summary will describe the stakeholder and public activities conducted and will discuss the types of comments received. CONSULTANT will draft responses to public comments for OWNER review. Once approved, the public involvement summary will be posted on the project website.

3.31 SOFTWARE SERVICES ADDITIONAL LANGUAGE

This Software Services Additional Language ("Additional Language"), shall accompany any language included in this Agreement for Professional Consultant Services between the City of Broken Arrow ("Owner") and Garver, LLC ("Consultant") for this project, referred to in the following paragraphs as the "Agreement."

3.31.1 Definitions.

3.31.1.1 "Services" means those services included in this Attachment A, Scope of Services of the Agreement.

3.31.1.2 "Software Services" means Services which include an Internet-based software component.

3.31.2 Software Services. This Additional Language governs the provision of the Software Services by Consultant and the access to, and usage of Software Services by Owner.

3.31.2.1 Use of Software Services.

3.31.2.1.1 Owner Owned Data. All electronic data and information authorized by Owner to be uploaded by the Software Services ("Owner Data") remains the property of Owner, as between Consultant and Owner. Owner grants Consultant the right to use the Owner Data solely for purposes of performing under this Agreement. Owner may export its Owner Data as allowed by functionality within the Software Services.

3.31.2.1.2 Owner Responsibilities. Owner (i) will keep its passwords secure and confidential and use industry-standard password management practices; (ii) is primarily responsible for Owner Data and all activity in its Software Services accounts; (iii) will use commercially reasonable efforts to prevent unauthorized access to its account and notify Consultant promptly of any such unauthorized access; and (iv) may use the Software Services only in accordance with the Software Services' technical documentation and applicable law.

3.31.2.1.3 DISCLAIMER. ALL SOFTWARE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND CONSULTANT DISCLAIMS IN THEIR ENTIRETY ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT WARRANT OR GUARANTEE THAT SOFTWARE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR INVULNERABLE. The Software Services may include gateways, links or other functionality that allows Owner to access third-party services, content, and material. Consultant does not supply and is not responsible for any third-party services, content, or material, which may be subject to their own license, end-user agreements, privacy and security policies and terms of use. ALL THIRD-PARTY SERVICES, CONTENT, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND FROM CONSULTANT.

3.31.2.1.4 OWNER ACKNOWLEDGES AND AGREES THAT CONSULTANT DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (i) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIREABLE DATA OR SOFTWARE; OR (ii) UNAUTHORIZED THIRD PARTIES (e.g. HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE OWNER'S DATA, WEBSITES, COMPUTERS OR

NETWORKS. CONSULTANT WILL NOT BE LIABLE FOR SUCH ACTIVITIES NOR WILL SUCH ACTIVITIES CONSTITUTE A BREACH BY CONSULTANT OF ITS OBLIGATIONS UNDER THE AGREEMENT.

3.31.2.1.5 Data Security. Consultant will (i) implement and maintain appropriate security measures, including, without limitation, technical, physical, administrative and organizational controls, designed to maintain the confidentiality and security of Owner Data maintained within Consultant's network; (ii) implement and maintain systems and procedures within Consultant's network for detecting, preventing, and responding to attacks, intrusions, and system failures, and regularly test and monitor the effectiveness of such systems and procedures; (iii) designate employees to coordinate implementation and maintenance of its security; and (iv) in accordance with the ordinary industry standard of care for A/E services, identify risks to the security and confidentiality of Owner Data maintained within Consultant's network that could result in the unauthorized disclosure, misuse, alteration or destruction of Owner Data and assess the sufficiency of Consultant's systems and procedures in place to control these risks (collectively, "Security Measures").

3.31.2.1.6 Data Breach. If Consultant becomes aware that Owner Data was accessed or disclosed in breach of this Additional Language, Consultant will so notify Owner without undue delay, and promptly act to mitigate the breach and preserve forensic evidence and provide information to Owner regarding the nature and scope of the breach.

3.31.3 Garver Property.

3.31.3.1 Reservation of Rights. Consultant and its licensors are and remain the sole owners of the Software Services and their underlying software, including all intellectual property rights therein. Owner may not remove or modify any proprietary marking or restrictive legend in the Software Services. Consultant reserves all rights not expressly granted in this Agreement.

3.31.3.2 Hosting. To the extent set forth in the Services, Consultant shall host the Software Services for the benefit of the Owner on servers owned, controlled, leased, or otherwise licensed by Consultant. In such event, Owner is solely responsible for connection of Owner's system to a telecommunication service that provides Internet access for purposes of Consultant's access and use of the Software Services.

3.31.3.3 Restrictions. Owner may not (i) sell, resell, rent, transfer, assign, or lease the Software Services or use them in a service provider capacity, (ii) use the Software Services in a manner that violates applicable law, rules, regulations and/or ordinances, (iii) to store

or transmit infringing, unsolicited marketing emails, libelous, unlawful or tortious material, or to store or transmit material in violation of third-party rights, (iv) interfere with or disrupt the integrity or performance of the Software Services, (v) attempt to gain unauthorized access to the Software Services or their related systems or networks, (vi) reverse engineer, disassemble, or decompile the Software Services except as otherwise required by law, (vii) allow others to use the Software Services for the benefit of any third party, or (viii) access the Software Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. Consultant may suspend Software Services to Owner if Consultant believes in good faith that Owner's use of the Software Services poses an imminent threat to the security, availability, or legality of the Software Services; in such event, Consultant will work with Owner to address the issue and restore Software Services as quickly as possible.

3.31.3.4 Statistical Information. Consultant may compile statistical information related to the performance of the Software Services and may make such information publicly available so long as such information is aggregated and anonymized and provides no means to identify or re-identify Owner. Consultant retains all intellectual property rights in such information.

3.31.3.5 EXCEPTIONS. THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 3.31.4 DO NOT APPLY TO A CLAIM BY A PARTY BASED ON GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OF THE OTHER PARTY.

3.31.4 THIRD-PARTY CLAIMS FOR INFRINGEMENT. Should the Software Services become, or be likely to become in Consultant's reasonable opinion, the subject of any claim that infringes, violates, or constitutes a wrongful use of intellectual property rights, Consultant will, at its option: (i) procure for Owner the necessary rights to continue to use the infringing material, or (ii) replace or modify the potentially infringing material to make them non-infringing, but functionally equivalent. If Consultant determines that none of these options are reasonably available, then Consultant may terminate the Software Services and refund any prepaid and unused fees. **Exclusions.** Consultant has no obligation to the extent a claim arises from: Consultant's compliance with Owner's specifications; a combination of the Software Services with other technology or aspects where the infringement would not occur but for the combination; Owner Data; or technology or aspects not provided by Consultant. THIS SECTION CONTAINS OWNER'S EXCLUSIVE REMEDIES AND CONSULTANT'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

PHASE 4—FUTURE GRANT APPLICATION

CONSULTANT will prepare a future BUILD construction grant application for the project. It is assumed that the grant will be prepared according to current (FY 2025) BUILD grant criteria. Should the criteria change substantially prior to preparation of the application, extra work may be required. CONSULTANT will prepare all required sections of the application, including Project Description and Location, Budget Narrative, Merit Criteria, and Project Readiness. Information from the BCA (see Section 3.25) will be used to supplement the narrative application. The schedule for this work will be determined when the Notice of Funding Opportunity (NOFO) for the appropriate grant program is published.

PROJECT DELIVERABLES

The following will be submitted to the Owner, or others as indicated, by CONSULTANT:

- A. Three (3) physical copies and one (1) electronic copy of the Multimodal Study.
- B. One (1) electronic copy of the Geotechnical Report.
- C. Three (3) physical copies and electronic copies (pdf and Autocad formats) of each Conceptual Design with opinion of probable construction cost.
- D. Three (3) physical copies and electronic copies (pdf and Autocad formats) of each Preliminary Design with opinion of probable construction cost.
- E. One copy of the right-of-way and/or easement acquisition documents.
- F. One (1) electronic copy of NEPA studies and documents.
- G. One (1) draft and one (1) final copy of the future grant application.
- H. Additional electronic files as requested.

EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Pavement Design beyond that furnished in the Geotechnical Report.
- D. Design of any utilities relocation other than water and sanitary sewer
- E. Retaining walls or other significant structural design beyond that required for roadway, sidewalk, and sidepath improvements described herein.
- F. Geotechnical borings at existing or proposed retaining wall locations
- G. Utility potholes
- H. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
- I. Construction materials testing.
- J. NEPA documents and Section 404 permit applications beyond what is described herein.
- K. Environmental Mitigation, including stream or wetland mitigation plans or other work related to environmentally or historically (culturally) significant items.
- L. Grant application under criteria other than FY 2025 BUILD grant program.

M. Services after construction, such as warranty follow-up, operations support, etc.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and CONSULTANT.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
RECONNECTING BROKEN ARROW RAISE GRANT
ST24140**

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

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

- 1.1 Electronic draft final report
- 1.2 Electronic final report addressing OWNER comments

2.0 PUBLIC AND STAKEHOLDER ENGAGEMENT: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following items:

- 2.1 Public Involvement Plan (PIP)
- 2.2 Formation of the Advisory Committee (AC)
- 2.3 Project Website
 - 2.3.1 On-line survey
- 2.4 Public Meeting

3.0 GEOTECHNICAL INVESTIGATION: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 3.1 Geotechnical Engineering Reports

4.0 PRELIMINARY CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets:

- 4.1 Title Sheet;
- 4.2 Pay Quantities and Pay Item/General Notes;
- 4.3 Typical Sections;
- 4.4 Quantity & Miscellaneous Summaries;
- 4.5 Storm Water Management Plan (SWP3);
- 4.6 Project Drainage Area Map;
- 4.7 Right-of-Way Map & Data;
- 4.8 Survey Data Sheet;
- 4.9 Plan and Profiles (roadway & public utilities as necessary);
- 4.10 Miscellaneous Details;
- 4.11 General Plan and Elevation (as necessary);
- 4.12 Special & Structural/Bridge Details (as necessary);

- 4.13 Signing & Striping;
- 4.14 Construction Sequencing
- 4.15 Cross Sections; and
- 4.16 Standard Construction Drawings.

5.0 BENEFIT-COST ANALYSIS (BCA): The CONSULTANT shall submit in-full, in accordance with the AGREEMENT, the following documents:

- 5.1 Memorandum summarizing BCA findings and methodology
- 5.2 BCA Model
- 5.3 Preliminary and final summary of BCA results

6.0 ENVIRONMENTAL ANALYSIS AND APPROVALS

- 6.1 Categorical Exclusion (CE) document
- 6.2 Section 404 Permit Pre-Construction Notification (PCN)

7.0 RIGHT-OF-WAY DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 7.1 Right-of-Way Plans;
- 7.2 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements;
- 7.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 7.4 Closure Report;
- 7.5 Surveyor's Certification Document;
- 7.6 Provide right-of-way and temporary construction easement staking as required for acquisition purposes (assumed one staking per parcel required, **assumed 100 parcels**, at agreed upon unit price per parcel).

8.0 DRAINAGE DESIGN DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 8.1 Hydrology and Hydraulic Calculations;
- 8.2 Overall Project Drainage Map;
- 8.3 Drainage Summary Tables;
- 8.4 CLOMR preparation and submittal on Multi-Use Trail Project

9.0 DESIGN CALCULATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 9.1 Structural Design Calculations
 - 9.1.1 Bridge Designs;
 - 9.1.2 Retaining Earth; and
 - 9.1.3 Miscellaneous Structures
- 9.2 Water Analysis Calculations (Title 252: Chapter 626):
 - 9.2.1 Water Flow Projections and Analysis;
 - 9.2.2 Pressure and Velocity Analysis; and

9.3 Other Engineer Design Calculations

10.0 BUILD GRANT APPLICATION: The CONSULTANTS shall submit in-full, in accordance with this AGREEMENT, the following documents:

10.1 BUILD Grant Application

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**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
RECONNECTING BROKEN ARROW RAISE GRANT
ST24140**

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

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

1.1 Task 1. Traffic Analysis and Design Payment:

1.1.1 The OWNER shall pay the CONSULTANT a lump sum amount of **\$775,000.00** for the completion of the Traffic Analysis and Design Phase, including the Multimodal Level of Service study of the project area. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Task 2. Stakeholder and Public Involvement:

1.2.1 The OWNER shall pay the CONSULTANT a lump sum of **\$393,940.00** for the organization and execution of stakeholder meetings and public involvement during the study and design process. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Task 3. Project Management and Subconsultant Payment:

1.3.1 The OWNER shall pay the CONSULTANT a lump sum of **\$1,004,750.00** for the management of the project and the subconsultant fees. The land survey and geotechnical investigation will both be completed in this phase. This amount includes all labor, material, and overhead and profit associated with the Scope of Services. At the OWNER's request, some survey fee was included in the individual projects for tracking purposes. The subconsultant fee will be included in those projects and will not be paid for under this task.

1.4 Task 4. Conceptual and Preliminary Design Payment:

1.4.1 The OWNER shall pay the CONSULTANT a lump sum amount of **\$3,767,628.00** for the completion of the Conceptual and Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.5 Task 5. Environmental Services:
 - 1.5.1 The OWNER shall pay the CONSULTANT a lump sum amount of **\$285,350.00** for the completion of all necessary environmental studies as required in the Conceptual and Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Task 6. BUILD Grant Application Payment:
 - 1.6.1 The OWNER shall pay the CONSULTANT a lump sum amount of **\$48,250.00** for the completion of the grant application for Final and Construction Phase of the projects included in this contract. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of May, 2025 .

Professional Services

Senior Project Manager 2 (E-6)	\$316.00
Senior Project Manager (E-5)	\$257.00
Project Manager (E-4)	\$211.00
Senior Project Engineer (E-3)	\$180.00
Project Engineer (E-2)	\$157.00
Design Engineer (E-1)	\$135.00
Technician 2 (T-2)	\$119.00
Administrative 2 (AM-2)	\$100.00
Sr. Environmental Project Manager (ES-6)	\$331.00
Environmental Project Manager (ES-3)	\$174.00
Sr. Environmental Specialist (ES-2)	\$136.00
Environmental Specialist (ES-1)	\$108.00

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
FEE SUMMARY**

	Title I Service	Estimated Fees
Lump Sum	TRAFFIC ANALYSIS AND DESIGN	\$ 775,000.00
Lump Sum	PROJECT MANAGEMENT AND SUBCONSULTANT	\$ 1,004,750.00
Lump Sum	LANDSCAPE ARCHITECTURE	\$ 111,900.00
	ASPEN AVENUE - OMAHA ST. TO 46TH ST.	\$ 308,550.00
Lump Sum	<i>Conceptual Design - Aspen Ave. & Omaha St. Civil</i>	\$ 135,200.00
Lump Sum	<i>Preliminary Design - Aspen Ave. & Omaha St. Civil</i>	\$ 153,100.00
Lump Sum	<i>Preliminary Design - Aspen Ave. & Omaha St. Traffic</i>	\$ 20,250.00
	ELM PLACE - ALBANY ST. TO KENOSHA ST.	\$ 746,950.00
Lump Sum	<i>Conceptual Design - Elm Pl. Civil, Kenosha St. To Us-51</i>	\$ 209,500.00
Lump Sum	<i>Conceptual Design - Elm Pl. Civil, Us-51 To Albany St.</i>	\$ 132,200.00
Lump Sum	<i>Preliminary Design - Elm Pl. Civil, Kenosha St. To Us-51</i>	\$ 195,250.00
Lump Sum	<i>Preliminary Design - Elm Pl. Civil, Us-51 To Albany St.</i>	\$ 136,000.00
Lump Sum	<i>Preliminary Design - Elm Pl. Traffic, Kenosha St. To Us-51</i>	\$ 37,000.00
Lump Sum	<i>Preliminary Design - Elm Pl. Traffic, Us-51 To Albany St.</i>	\$ 37,000.00
	9TH ST - ALBANY ST. TO KENOSHA ST.	\$ 966,000.00
Lump Sum	<i>Conceptual Design - 9Th St. Civil</i>	\$ 239,000.00
Lump Sum	<i>Conceptual Design - 9Th St. & Kenosha St. Civil</i>	\$ 91,300.00
Lump Sum	<i>Conceptual Design - 9Th St. & Hillside Dr. Civil</i>	\$ 99,350.00
Lump Sum	<i>Preliminary Design - 9Th St. Civil</i>	\$ 216,500.00
Lump Sum	<i>Preliminary Design - 9Th St. & Kenosha St. Civil</i>	\$ 106,150.00
Lump Sum	<i>Preliminary Design - 9Th St. & Hillside Dr. Civil</i>	\$ 123,750.00
Lump Sum	<i>Preliminary Design - 9Th St. Traffic</i>	\$ 53,950.00
Lump Sum	<i>Preliminary Design - 9Th St. & Kenosha Traffic</i>	\$ 18,000.00
Lump Sum	<i>Preliminary Design - 9Th St. & Hillside Dr. Traffic</i>	\$ 18,000.00
	MULTI-USE TRAIL	\$ 362,100.00
Lump Sum	<i>Conceptual Design - Multi-Use Trail</i>	\$ 182,750.00
Lump Sum	<i>Preliminary Design - Multi-Use Trail</i>	\$ 179,350.00
	ASPEN AVENUE SIDEWALK AND SIDEPATH	\$ 322,800.00
Lump Sum	<i>Conceptual Design - Aspen Sidewalk</i>	\$ 170,800.00
Lump Sum	<i>Preliminary Design - Aspen Sidewalk</i>	\$ 152,000.00
	46TH STREET SIDEWALK AND SIDEPATH	\$ 147,100.00
Lump Sum	<i>Conceptual Design - 46Th Sidewalk</i>	\$ 65,500.00
Lump Sum	<i>Preliminary Design - 46Th Sidewalk</i>	\$ 81,600.00
	KENOSHA STREET SIDEWALK AND SIDEPATH	\$ 201,650.00
Lump Sum	<i>Conceptual Design - Kenosha Sidewalk</i>	\$ 81,900.00
Lump Sum	<i>Preliminary Design - Kenosha Sidewalk</i>	\$ 119,750.00
	HILLSIDE DR-KENOSHA ST SIDEWALK AND SIDEPATH	\$ 320,250.00
Lump Sum	<i>Conceptual Design - Hillside/Kenosha Sidewalk</i>	\$ 133,500.00
Lump Sum	<i>Preliminary Design - Hillside/Kenosha Sidewalk</i>	\$ 186,750.00
	HILLSIDE DR-ALBANY TO 9TH SIDEWALK AND	\$ 280,328.00
Lump Sum	<i>Conceptual Design - Hillside, Albany To 9Th Sidewalk</i>	\$ 135,046.00
Lump Sum	<i>Preliminary Design - Hillside, Albany To 9Th Sidewalk</i>	\$ 145,282.00
Lump Sum	STAKEHOLDER AND PUBLIC INVOLVEMENT	\$ 393,940.00
Lump Sum	ENVIRONMENTAL SERVICES	\$ 285,350.00
Lump Sum	BUILD GRANT APPLICATION	\$ 48,250.00
	Subtotal for Title I Service	\$ 6,274,918.00

Exhibit A

City of Broken Arrow Reconnecting Broken Arrow RAISE Grant ST24140 DETAILED FEE SUMMARY

	Title Service	Estimated Fees
Lump Sum	TRAFFIC ANALYSIS AND DESIGN	\$ 775,000.00
Lump Sum	PROJECT MANAGEMENT AND SUBCONSULTANT	\$ 1,004,750.00
	<i>Project Management</i>	\$ 194,559.62
	<i>Bancroft Design (Survey)</i>	\$ 550,750.00
	<i>Bancroft Design (RW Exhibits and Staking, 100 @ \$1,740))</i>	\$ 174,000.00
	<i>Kleinfelder (Geotech)</i>	\$ 46,800.00
	<i>WSP (Benefit-Cost Analysis)</i>	\$ 38,640.38
	LANDSCAPE ARCHITECTURE	\$ 111,900.00
	ASPEN AVENUE - OMAHA ST. TO 46TH ST.	\$ 308,550.00
Lump Sum	<i>Conceptual Design - Aspen Ave. & Omaha St. Civil</i>	\$ 135,200.00
	<i>Civil Engineering</i>	\$ 51,003.00
	<i>Lighting</i>	\$ 9,172.00
	<i>Landscape Architecture</i>	\$ 15,660.00
	<i>Hydrology and Hydraulics</i>	\$ 17,520.00
	<i>Structural Engineering</i>	\$ 4,031.00
	<i>Waterline & Sanitary Sewer Engineering</i>	\$ 37,814.00
Lump Sum	<i>Preliminary Design - Aspen Ave. & Omaha St. Civil</i>	\$ 153,100.00
	<i>Civil Engineering</i>	\$ 75,472.00
	<i>Lighting</i>	\$ 11,070.00
	<i>Landscape Architecture</i>	\$ 3,780.00
	<i>Structural Engineering</i>	\$ 6,192.00
	<i>Waterline & Sanitary Sewer Engineering</i>	\$ 56,586.00
Lump Sum	<i>Preliminary Design - Aspen Ave. & Omaha St. Traffic</i>	\$ 20,250.00
	ELM PLACE - ALBANY ST. TO KENOSHA ST.	\$ 746,950.00
Lump Sum	<i>Conceptual Design - Elm Pl. Civil, Kenosha St. To Us-51</i>	\$ 209,500.00
	<i>Civil Engineering</i>	\$ 45,016.00
	<i>Lighting</i>	\$ 9,712.00
	<i>Hydrology and Hydraulics</i>	\$ 5,970.00
	<i>Structural Engineering</i>	\$ 64,234.00
	<i>Waterline & Sanitary Sewer Engineering</i>	\$ 37,608.00
	<i>Bancroft (Survey)</i>	\$ 46,960.00
Lump Sum	<i>Conceptual Design - Elm Pl. Civil, Us-51 To Albany St.</i>	\$ 132,200.00
	<i>Civil Engineering</i>	\$ 36,365.00
	<i>Lighting</i>	\$ 8,092.00
	<i>Hydrology and Hydraulics</i>	\$ 5,970.00
	<i>Structural Engineering</i>	\$ 5,709.00
	<i>Waterline & Sanitary Sewer Engineering</i>	\$ 34,914.00
	<i>Bancroft (Survey)</i>	\$ 41,150.00
Lump Sum	<i>Preliminary Design - Elm Pl. Civil, Kenosha St. To Us-51</i>	\$ 195,250.00
	<i>Civil Engineering</i>	\$ 80,811.00
	<i>Lighting</i>	\$ 15,080.00
	<i>Structural Engineering</i>	\$ 42,579.00
	<i>Waterline & Sanitary Sewer Engineering</i>	\$ 56,780.00
Lump Sum	<i>Preliminary Design - Elm Pl. Civil, Us-51 To Albany St.</i>	\$ 136,000.00
	<i>Civil Engineering</i>	\$ 69,269.00
	<i>Lighting</i>	\$ 10,054.00
	<i>Structural Engineering</i>	\$ 10,513.00
	<i>Waterline & Sanitary Sewer Engineering</i>	\$ 46,164.00
Lump Sum	<i>Preliminary Design - Elm Pl. Traffic, Kenosha St. To Us-51</i>	\$ 37,000.00
Lump Sum	<i>Preliminary Design - Elm Pl. Traffic, Us-51 To Albany St.</i>	\$ 37,000.00

	9TH ST - ALBANY ST. TO KENOSHA ST.	\$	966,000.00
Lump Sum	Conceptual Design - 9Th St. Civil	\$	239,000.00
	Civil Engineering	\$	46,192.00
	Lighting	\$	9,172.00
	Hydrology and Hydraulics	\$	12,064.00
	Structural Engineering	\$	72,284.00
	Waterline & Sanitary Sewer Engineering	\$	35,488.00
	Bancroft (Survey)	\$	63,800.00
Lump Sum	Conceptual Design - 9Th St. & Kenosha St. Civil	\$	91,300.00
	Civil Engineering	\$	34,645.00
	Lighting	\$	9,172.00
	Hydrology and Hydraulics	\$	1,688.00
	Waterline Engineering	\$	14,405.00
	Bancroft (Survey)	\$	31,390.00
Lump Sum	Conceptual Design - 9Th St. & Hillside Dr. Civil	\$	99,350.00
	Civil Engineering	\$	30,846.00
	Lighting	\$	9,172.00
	Hydrology and Hydraulics	\$	1,688.00
	Waterline & Sanitary Sewer Engineering	\$	33,594.00
	Bancroft (Survey)	\$	24,050.00
Lump Sum	Preliminary Design - 9Th St. Civil	\$	216,500.00
	Civil Engineering	\$	101,053.00
	Lighting	\$	11,070.00
	Structural Engineering	\$	52,813.00
	Waterline & Sanitary Sewer Engineering	\$	51,564.00
Lump Sum	Preliminary Design - 9Th St. & Kenosha St. Civil	\$	106,150.00
	Civil Engineering	\$	68,473.00
	Lighting	\$	11,070.00
	Structural Engineering	\$	6,110.00
	Waterline Engineering	\$	20,497.00
Lump Sum	Preliminary Design - 9Th St. & Hillside Dr. Civil	\$	123,750.00
	Civil Engineering	\$	63,692.00
	Lighting	\$	11,070.00
	Structural Engineering	\$	6,110.00
	Waterline & Sanitary Sewer Engineering	\$	42,878.00
Lump Sum	Preliminary Design - 9Th St. Traffic	\$	53,950.00
Lump Sum	Preliminary Design - 9Th St. & Kenosha Traffic	\$	18,000.00
Lump Sum	Preliminary Design - 9Th St. & Hillside Dr. Traffic	\$	18,000.00
	MULTI-USE TRAIL	\$	362,100.00
Lump Sum	Conceptual Design - Multi-Use Trail	\$	182,750.00
	Civil Engineering	\$	66,262.00
	Lighting	\$	11,036.00
	Landscape Architecture	\$	33,390.00
	Structural Engineering	\$	14,428.00
	Hydrology and Hydraulics	\$	51,134.00
Lump Sum	Preliminary Design - Multi-Use Trail	\$	179,350.00
	Civil Engineering	\$	96,302.00
	Lighting	\$	16,178.00
	Landscape Architecture	\$	39,960.00
	Structural Engineering	\$	26,910.00
Lump Sum	ASPEN AVENUE SIDEWALK AND SIDEPATH	\$	322,800.00
Lump Sum	Conceptual Design - Aspen Sidewalk	\$	170,800.00
	Civil Engineering	\$	64,811.00
	Lighting	\$	11,518.00
	Hydrology and Hydraulics (Floral Haven Creek)	\$	10,366.00
	Structural Engineering	\$	4,642.00
	Waterline Engineering	\$	12,143.00
	Bancroft (Survey)	\$	67,320.00
Lump Sum	Preliminary Design - Aspen Sidewalk	\$	152,000.00
	Civil Engineering	\$	85,863.00
	Lighting	\$	15,652.00
	Structural Engineering	\$	27,752.00
	Waterline Engineering	\$	22,733.00

Lump Sum	46TH STREET SIDEWALK AND SIDEPATH	\$ 147,100.00
Lump Sum	<i>Conceptual Design - 46Th Sidewalk</i>	\$ 65,500.00
	<i>Civil Engineering</i>	\$ 49,480.00
	<i>Lighting</i>	\$ 7,594.00
	<i>Structural Engineering</i>	\$ 2,456.00
	<i>Hydrology and Hydraulics</i>	\$ 5,970.00
Lump Sum	<i>Preliminary Design - 46Th Sidewalk</i>	\$ 81,600.00
	<i>Civil Engineering</i>	\$ 63,644.00
	<i>Lighting</i>	\$ 11,340.00
	<i>Structural Engineering</i>	\$ 6,616.00
	KENOSHA STREET SIDEWALK AND SIDEPATH	\$ 201,650.00
Lump Sum	<i>Conceptual Design - Kenosha Sidewalk</i>	\$ 81,900.00
	<i>Civil Engineering</i>	\$ 53,988.00
	<i>Lighting</i>	\$ 8,539.00
	<i>Hydrology and Hydraulics</i>	\$ 1,688.00
	<i>Structural Engineering</i>	\$ 6,018.00
	<i>Waterline Engineering</i>	\$ 11,667.00
Lump Sum	<i>Preliminary Design - Kenosha Sidewalk</i>	\$ 119,750.00
	<i>Civil Engineering</i>	\$ 80,154.00
	<i>Lighting</i>	\$ 13,944.00
	<i>Structural Engineering</i>	\$ 4,867.00
	<i>Waterline Engineering</i>	\$ 20,785.00
	HILLSIDE DR-KENOSHA ST SIDEWALK AND SIDEPATH	\$ 320,250.00
Lump Sum	<i>Conceptual Design - Hillside/Kenosha Sidewalk</i>	\$ 133,500.00
	<i>Civil Engineering</i>	\$ 88,300.00
	<i>Lighting</i>	\$ 9,349.00
	<i>Hydrology and Hydraulics</i>	\$ 10,366.00
	<i>Structural Engineering</i>	\$ 11,394.00
	<i>Waterline Engineering</i>	\$ 14,091.00
Lump Sum	<i>Preliminary Design - Hillside/Kenosha Sidewalk</i>	\$ 186,750.00
	<i>Civil Engineering</i>	\$ 109,902.00
	<i>Lighting</i>	\$ 18,050.00
	<i>Structural Engineering</i>	\$ 32,689.00
	<i>Waterline Engineering</i>	\$ 26,109.00
	HILLSIDE DR-ALBANY TO 9TH SIDEWALK AND	\$ 280,328.00
Lump Sum	<i>Conceptual Design - Hillside, Albany To 9Th Sidewalk</i>	\$ 135,046.00
	<i>Civil Engineering</i>	\$ 57,447.00
	<i>Lighting</i>	\$ 9,349.00
	<i>Hydrology and Hydraulics</i>	\$ 1,688.00
	<i>Structural Engineering</i>	\$ 8,950.00
	<i>Waterline Engineering</i>	\$ 10,352.00
	<i>Bancroft Design (Survey)</i>	\$ 47,260.00
Lump Sum	<i>Preliminary Design - Hillside, Albany To 9Th Sidewalk</i>	\$ 145,282.00
	<i>Civil Engineering</i>	\$ 80,036.00
	<i>Lighting</i>	\$ 18,050.00
	<i>Structural Engineering</i>	\$ 28,137.00
	<i>Waterline Engineering</i>	\$ 19,059.00
Lump Sum	STAKEHOLDER AND PUBLIC INVOLVEMENT	\$ 393,940.00
Lump Sum	ENVIRONMENTAL SERVICES	\$ 285,350.00
Lump Sum	BUILD GRANT APPLICATION	\$ 48,250.00
	<hr/>	
	Subtotal for Title I Service	\$ 6,274,918.00
Fee Type		

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
TRAFFIC ANALYSIS AND DESIGN**

WORK TASK DESCRIPTION	E-7	E-6	E-5	E-4	E-3	E-2	E-1
	\$439.00	\$316.00	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00
	hr						
1. Data Collection							
Coordination with Subs		8					
Traffic Volume Data Collection (Driveway Sample Counts)		2		12			16
Speed Data Collection		2		12			16
Field Reconnaissance		2		24			32
Crash Data Collection		2		4			4
Traffic Signal Timing Data		6		12			16
Review Prior Data Sources/Plans/Adjacent Studies		4		18			18
Replica Data Review		6		24			40
2. Traffic Volume Development							
Traffic Data Compilation		4		20			48
2025 AM/PM Volume Development		4		16			24
Develop Projections of Future Traffic Volumes - Forecasting and Trip Generation		4		40			80
Pedestrian and Bicycle Future Projections		2		12			16
3. Traffic Operational Analysis/Traffic Modeling							
Existing Year Analysis and Vissim Modeling of Peaks - Vehicles/Peds/Bikes		10		40			80
Future Year (No Build) Analysis and Vissim Modeling - Vehicles/Peds/Bikes		10		30			80
Iterative Future Year (Build) Analysis and Vissim Modeling - Vehicles/Peds/Bikes		10		60			120
4. MMLOS Analysis							
Vehicular Level Of Service and Performance Metrics		8		20			28
Pedestrian Level Of Service and Performance Metrics		4		20			28
Bicycle Level Of Service and Performance Metrics		8		20			28
Transit/Micro-Transit Level of Service and Performance Metrics		2		20			28
Replica Data Analysis and Tool Usage		4		40			52
Pedestrian and Cycling Experience Index		12		20			16
Equity/Accessibility Evaluation and Refinements		2		16			24
5. Crash Analysis							
Crash Frequency and Severity Analysis		2		20			32
Crash Type Analysis (Categorization, Pattern Identification, Mode Specific Analysis)		2		20			32
Contributing Factors Analysis		2		12			24
Spatial and Temporal Analysis		2		12			24
Intersection Specific Analysis		2		12			24
Summary of High-Risk Locations		2		8			16
Recommendation of Countermeasures		4		20			28
6. Access Management/Mobility Analysis							
Access Point Analysis		2		24			24
Access Management Strategies		4		40			40
Develop Recommendations		4		24			24
Corridor speed studies		2		20			40
Countermeasure recommendations		8		20			24
7. Lighting Analysis							
Lighting Level Assessment							
Lumitracker Data Collection				12			12
Data Processing				16			
Portal / Report Development				16			
Coordination		8		8			8
Lighting Improvement Recommendations (~22 Sections)				22			88
Cost Estimate (~22 Estimates)				22			44
Reporting		2		20			20
8. Traffic Signal Timing Updates							
Updated cycle length, splits, sequence		20		100			120
Update Pedestrian Timings		4		16			20
Documentation		4		12			24
Implementation		12		36			32
8. Development of Multmodal Study Alternatives							
Pedestrian/Bicycle Priority Design Alternatives/ Complete Streets Recommendations		8		24			24
Comparative Analysis of Alternatives		4		20			20
Design Visualisation		4		28			28
Roadway and Vehicular Recommendations		10		20			28
Pedestrian Infrastructure and Safety Recommendations		6		20			24
Bicycle Infrastructure and Connectivity Recommendations		6		16			24

Access Improvements		6		16			24
Intersection Safety Enhancements		6		16			24
Policy Recommendations		6		12			20
Recommended Phasing and Prioritization (Short, Medium, Long Term Improvements)		6		40			10
9. Omaha at Aspen - Intersection Study							
Develop Design Traffic Data		2		16			12
Operational Analysis		16		36			48
Draft Report		2		8			16
Final Report		2		4			8
10. Draft and Final Report							
Quality Control		20					
Internal Meetings		32		32			36
Prepare Draft Report Sections		20		40			40
Update Analysis/Respond to Comments		12		24			24
Prepare and Submit Final Report		8		16			16

Hours	0	378	0	1380	0	0	1920
Salary Costs	\$0.00	\$119,448.00	\$0.00	\$291,180.00	\$0.00	\$0.00	\$259,200.00

SUBTOTAL - SALARIES: \$669,828.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$22.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Lumitracker	\$1,600.00
Replica Safe Streets Planner Coverage	\$30,000.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$12,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$43,622.00

SUBTOTAL: \$713,450.00

SUBCONSULTANTS FEE: TRAFFIC ENGINEERING CONSULTANTS (DATA COLLECTION) \$61,550.00

TOTAL FEE: \$775,000.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PROJECT MANAGEMENT AND SUBCONSULTANT COORD.**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00
	hr	hr	hr	hr	hr	hr
1. Project Management						
Invoicing	36	36				
Labor projections	30	20				
Subconsultant Coordination		40			12	12
Client Update Meetings	72	72			72	
Multimodal Study Coordination	20	30				
Plan Design Coordination	30	30				12
Lighting Coordination	40	40			20	10
Environmental Services Coordination	30	30				
Landscape Coordination			44			
Right-of-Way Coordination	30	30				20
Railroad Coordination		40			20	20
Conceptual Design Public Meetings	20	20				
Subtotal - Project Management	308	388	44	0	124	74
Hours	308	388	44	0	124	74
Salary Costs	\$79,156.00	\$81,868.00	\$7,920.00	\$0.00	\$16,740.00	\$8,806.00

SUBTOTAL - SALARIES: \$194,490.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$69.62
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$69.62

SUBTOTAL: \$194,559.62

Bancroft Design (Survey) \$550,750.00

Bancroft Design (RW Exhibits and Staking, 100 @ \$1,740) \$174,000.00

Kleinfelder (Geotech) \$46,800.00

WSP (Benefit-Cost Analysis) \$38,640.38

SUBCONSULTANTS FEE: **\$810,190.38**

TOTAL FEE: **\$1,004,750.00**

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
LANDSCAPE ARCHITECTURE**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. 3D Rendering (Roadway/Intersections)							
Roadway Section 1 (TBD)			10		64		
Roadway Section 2 (TBD)			10		64		
Public Engagement Exhibit Prep			4		24		
3D Modeling of Additional Areas			12		130		
Subtotal - 3D Rendering (Roadway/Intersections)	0	0	36	0	282	0	0
2. Wayfinding Signs (Sidewalks and Sidepaths)							
Sign Design/Messaging			14		26		
Concept Sign Plan (30% Plans)			16		42		
Preliminary Sign Plans (60% Plans)			6		22		
Sign Details			6		22		
Fabrication Specifications			2		2		
Sidepaths)	0	0	44	0	114	0	0
3. Corridor Aesthetic Study (Prelim Designs)							
Background and Precedent Research			12		26		
Concept Studies of Project Elements			32		64		
Internal Team Coordination			8		14		
Preliminary Study Document Prep			22		34		
Meeting with Client(s)(Virtual Only)			4		4		
Revisions to Document/Final Prep			12		22		
Meetings (Internal)(Virtual Only)			18		18		
Designs)	0	0	108	0	182	0	0
Subtotal - LANDSCAPE ARCHITECTURE	0	0	0	0	0	0	0
Hours	0	0	188	0	578	0	0
Salary Costs	\$0.00	\$0.00	\$33,840.00	\$0.00	\$78,030.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$111,870.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$30.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$30.00

SUBTOTAL: \$111,900.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE:

\$111,900.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
CONCEPTUAL DESIGN - ASPEN AVE. & OMAHA ST. CIVIL**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Site Investigation		4			4		
Horizontal Geometry		2			4	2	
Driveway Layouts		2			4	2	
Sidewalk/ADA Evaluation		2			4	2	
Title Sheet					2	4	
Typical Sections		2			4	4	
Right-of-Way Map		2			4	4	
Plan & Profile Sheets	2	4			20	100	
Drainage Improvements		6			16	4	
Quantity Calculations		4			8	2	
Utility Companies Coordination	4	4			4	4	
Lighting							
Photometric Modeling		4			8		
Demo / Removal Plans		4			8		
Installation Plans		4			16		
QC Review	2	4					
Quantities / Opinion of Probable Construction Cost		2			4		
Landscape Architecture							
3D Rendering			6		44		
Gateway Signs			12		48		
Meetings/Coordination with City	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	12	58	18	0	214	128	0
3. Hydrology and Hydraulics							
Data Collection		2		8			
Hydrology		8		24			
Hydraulics		8		24			
Documentation		12		12			
QAQC	2						
Subtotal - Hydrology and Hydraulics	2	30	0	68	0	0	0
4. Structural Engineering							
Site Evaluation of Existing Structure & Memo	1		4		3		
RCB Extension Details (Conceptual)	1		8			8	
Subtotal - Structural Engineering	2	0	12	0	3	8	0
5. Waterline & Sanitary Sewer Engineering							
Conceptual Water Plans							
Site Visit and Field Data Collection		2		2			
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Review of Existing Pump Station Connections		2		2			
Waterline Design - Horizontal Alignment		8		4			
Waterline Design - Layout Appurtenances		2		2			

Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		12		12		24	
Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Waterline Review	2	2		2		2	
Conceptual Sanitary Sewer Plans							
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Sanitary Sewer Design - Horizontal Alignment		8		8			
Sanitary Sewer Design - Vertical Profile		12		12			
Sanitary Sewer Key Map		1				2	
Sanitary Sewer Plan and Profile Sheets		8		12		12	
Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Sanitary Sewer Review	2	2		2		2	
Subtotal - Waterline & Sanitary Sewer Engineering	4	90	0	80	0	44	0

Hours 44 206 30 148 221 184 0

Salary Costs \$11,308.00 \$43,466.00 \$5,400.00 \$23,236.00 \$29,835.00 \$21,896.00 \$0.00

SUBTOTAL - SALARIES: \$135,141.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$59.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$59.00

SUBTOTAL: \$135,200.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$135,200.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PRELIMINARY DESIGN - ASPEN AVE. & OMAHA ST. CIVIL**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Preliminary Plans							
Horizontal Geometry		2			2	2	
Vertical Geometry		2			20	2	
Roadway Modelling		2			20		
Driveway Design		2			4	2	
Title Sheet		2			2	2	
Pay Quantities and Notes		2			8	2	
Summary Sheets		2			16	2	
Typical Sections		2			2	2	
Right-of-Way Map		2			2	4	
Drainage Design/Drainage Area Map		2			40	4	
Geometric Layout		2			2	2	
SWMP		2			8	4	
Erosion Control Plans		2			8	4	
Plan & Profile Sheets		8			20	60	
Striping & Signing Plans		2			8	4	
Removal Sheets		2			4	4	
Drainage Profiles		2			8	4	
Construction Sequence		2			16	4	
Cross Sections		2			20	20	
Quantity Calculations		4			8	4	
ROW Document Review		4					
Coordination with Utility Companies		4			4	4	
Lighting							
Demo / Removal Plans		2			4	4	
Installation Plans		2			16	16	
Details / One-Line		2			8		
Voltage Drop Calculations					2		
Electric Power Distribution Design					2		
Structural Coordination	2				2		
QC Review	2	4					
Quantities / Opinion of Probable Construction Cost		2			4		
Landscape Architecture							
Gateway Signs			6		20		
Coordination and Meetings with Owner	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	8	76	6	0	292	156	0
3. Structural Engineering							
RCB Extension Details (Prelim)	1		4		2	16	
Structural Quantity Cost Estimate	1		1		1		
Miscellaneous Structural Details	1		4		4	8	
Subtotal - Structural Engineering	3	0	9	0	7	24	0

4. Waterline & Sanitary Sewer Engineering							
Preliminary Waterline Plans							
Waterline Design - Horizontal Alignment		8		8		2	
Waterline Design - Vertical Profile		8		8		4	
Waterline Design - Layout Appurtenances		4		4			
Waterline Design - Pump Station Connections		4		4			
Waterline Design - Misc. Details		8		8		4	
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		20		32		40	
Waterline Pay Items, Quantities, and Notes		4		4			
Water Service Connections		4		4			
Opinion of Probable Construction Cost		4		2			
QA/QC Waterline Review	4	4		4		4	
Preliminary Sanitary Sewer Plans							
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Sanitary Sewer Design - Horizontal Alignment		8		8			
Sanitary Sewer Design - Vertical Profile		12		12		8	
Sanitary Sewer Key Map		1				2	
Sanitary Sewer Plan and Profile Sheets		12		16		16	
Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Sanitary Sewer Review	2	2		2		2	
Subtotal - Waterline & Sanitary Sewer Engineering	6	119	0	127	0	84	0
Hours	41	223	15	127	303	268	0
Salary Costs	\$10,537.00	\$47,053.00	\$2,700.00	\$19,939.00	\$40,905.00	\$31,892.00	\$0.00

SUBTOTAL - SALARIES: \$153,026.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$74.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$74.00

SUBTOTAL: \$153,100.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$153,100.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PRELIMINARY DESIGN - ASPEN AVE. & OMAHA ST. TRAFFIC**

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-1	- Select Category -	- Select Category -
	\$316.00	\$211.00	\$180.00	\$135.00	\$0.00	\$0.00
	hr	hr	hr	hr	hr	hr
1. Traffic Design						
Preliminary Plans (1 Intersection)						
Pay Quantities and Notes		2	8	12		
Signal plan sheets		4	12	40		
Phasing and sequencing sheets		2	8	16		
Wiring diagram sheets		2	8	16		
QA/QC	1					
Subtotal - Traffic Design	1	10	36	84	0	0
Hours	1	10	36	84	0	0
Salary Costs	\$316.00	\$2,110.00	\$6,480.00	\$11,340.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$20,246.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$4.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$4.00

SUBTOTAL: \$20,250.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$20,250.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
CONCEPTUAL DESIGN - ELM PL. CIVIL, KENOSHA ST. TO US-51**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	6	6					
Quality Control Review	6	6					
Submittals to Client		4			4	4	
Subtotal - Project Management	12	16	0	0	4	4	0
2. Civil Engineering							
Site Investigation		4			4		
Horizontal Geometry		2			4	2	
Driveway Layouts		2			4	2	
Sidewalk/ADA Evaluation		2			4	2	
Title Sheet					2	4	
Typical Sections		2			4	4	
Right-of-Way Map		2			4	4	
Plan & Profile Sheets	4	4			16	80	
Drainage Improvements		4			12	4	
Quantity Calculations		4			8		
Utility Companies Coordination	4	4			4	4	
Lighting							
Photometric Modeling		4			12		
Demo / Removal Plans		4			8		
Installation Plans		4			16		
QC Review	2	4					
Quantities / Opinion of Probable Construction Cost		2			4		
Meetings/Coordination with City	8	8			8		
Opinion of Probable Construction Cost		8			8		
Subtotal - Civil Engineering	18	64	0	0	122	106	0
3. Hydrology and Hydraulics							
Data Collection		2		8			
Hydrology		2		4			
Hydraulics		2		8			
Documentation		2		4			
QAQC	2						
Subtotal - Hydrology and Hydraulics	2	8	0	24	0	0	0
4. Structural Engineering							
Site Evaluation of Existing Structure & Memo	1		4		2		
Retaining Wall Design (Conceptual)	2		16		4	16	
Proposed Bridge Details (Conceptual)							
Geometry Prelim Calculations	1		6		8		
Span Configuration Study	1		40		40		
Preliminary Superstructure Design (3 Designs)	1		32		48		
Preliminary Substructure Design (2 Designs)	1		24		20		
Detail General Plan and Elevation (3)	1		12		12	72	
Detail Typical Section (3)	1		12		12	18	
Structural Quantity Cost Estimate (Conceptual)	1		8		12		
Subtotal - Structural Engineering	10	0	154	0	158	106	0
5. Waterline & Sanitary Sewer Engineering							
Site Visit and Field Data Collection		2		2			
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			

Review of Existing Right of Way and Easements		1		1			
Waterline Design - Horizontal Alignment		8		4			
Waterline Design - Layout Appurtenances		4		4			
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		12		8		24	
Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		4		2			
QA/QC Waterline Review	2	2		2		2	
Conceptual Sanitary Sewer Plans							
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Sanitary Sewer Design - Horizontal Alignment		8		8			
Sanitary Sewer Design - Vertical Profile		12		12			
Sanitary Sewer Key Map		1				2	
Sanitary Sewer Plan and Profile Sheets		8		12		12	
Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Sanitary Sewer Review	2	2		2		2	
Subtotal - Waterline & Sanitary Sewer Engineering	4	92	0	76	0	44	0
Hours	46	180	154	100	284	260	0
Salary Costs	\$11,822.00	\$37,980.00	\$27,720.00	\$15,700.00	\$38,340.00	\$30,940.00	\$0.00

SUBTOTAL - SALARIES: \$162,502.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$38.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$38.00

SUBTOTAL: \$162,540.00

Bancroft (Survey) \$46,960.00

SUBCONSULTANTS FEE: \$46,960.00

TOTAL FEE: \$209,500.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
CONCEPTUAL DESIGN - ELM PL. CIVIL, US-51 TO ALBANY ST.**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr						
1. Project Management							
Administration and Coordination	6	6					
Quality Control Review	6	6					
Submittals to Client		4			4	4	
Subtotal - Project Management	12	16	0	0	4	4	0
2. Civil Engineering							
Site Investigation		4			4		
Horizontal Geometry		2			4	2	
Driveway Layouts		2			4	2	
Sidewalk/ADA Evaluation		2			4	2	
Title Sheet					2	4	
Typical Sections		2			4	4	
Right-of-Way Map		2			4	8	
Plan & Profile Sheets	2	4			12	60	
Drainage Improvements		4			8	4	
Utility Companies Coordination	4	4			4	4	
Lighting							
Photometric Modeling		4			8		
Demo / Removal Plans		4			8		
Installation Plans		4			8		
QC Review	2	4					
Quantities / Opinion of Probable Construction Cost		2			4		
Meetings/Coordination with City	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	12	52	0	0	90	90	0
3. Hydrology and Hydraulics							
Data Collection		2		8			
Hydrology		2		4			
Hydraulics		2		8			
Documentation		2		4			
QAQC	2						
Subtotal - Hydrology and Hydraulics	2	8	0	24	0	0	0
4. Structural Engineering							
Site Evaluation of Existing Structure & Memo	1		3		2		
Retaining Wall Design (Conceptual)	2		12		4	12	
Subtotal - Structural Engineering	3	0	15	0	6	12	0
5. Waterline & Sanitary Sewer Engineering							
Site Visit and Field Data Collection		2		2			
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Waterline Design - Horizontal Alignment		8		4			
Waterline Design - Layout Appurtenances		2		4			
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		8		8		12	
Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		4		2			
QA/QC Waterline Review	2	2		2		2	

Conceptual Sanitary Sewer Plans							
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Sanitary Sewer Design - Horizontal Alignment		8		8			
Sanitary Sewer Design - Vertical Profile		12		12			
Sanitary Sewer Key Map		1				2	
Sanitary Sewer Plan and Profile Sheets		8		12		12	
Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Sanitary Sewer Review	2	2		2		2	
Subtotal - Waterline & Sanitary Sewer Engineering	4	86	0	76	0	32	0

Hours	33	162	15	100	100	138	0
Salary Costs	\$8,481.00	\$34,182.00	\$2,700.00	\$15,700.00	\$13,500.00	\$16,422.00	\$0.00

SUBTOTAL - SALARIES: \$90,985.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$65.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$65.00

SUBTOTAL: \$91,050.00

Bancroft (Survey) \$41,150.00

SUBCONSULTANTS FEE: \$41,150.00

TOTAL FEE: \$132,200.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PRELIMINARY DESIGN - ELM PL. CIVIL, KENOSHA ST. TO US-51**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	8	8					
Quality Control Review	8	8					
Submittals to Client		4			4	4	
Subtotal - Project Management	16	20	0	0	4	4	0
2. Civil Engineering							
Preliminary Plans							
Horizontal Geometry		2			2	2	
Vertical Geometry		2			20	2	
Roadway Modelling		2			20		
Driveway Design		2			4	2	
Sideroad Design		4			20	4	
Title Sheet					2	2	
Pay Quantities and Notes		2			8	4	
Summary Sheets		2			16	2	
Typical Sections		2			2	2	
General Plan and Elevation	1	4			8	8	
Right-of-Way Map		2			4	4	
Drainage Design/Drainage Area Map		2			24	16	
Geometric Layout		2			2	2	
SWMP		2			8	4	
Erosion Control Plans		2			8	4	
Plan & Profile Sheets		4			20	60	
Striping & Signing Plans		4			16	16	
Removal Sheets		2			4	4	
Drainage Profiles		4			20	4	
Construction Sequence		2			16	4	
Cross Sections		4			20	8	
Quantity Calculations		4			4	4	
ROW Document Review		4					
Coordination with Utility Companies		4			4	4	
Lighting							
Demo / Removal Plans		2			8	8	
Installation Plans		2			24	24	
Details / One-Line		2			12		
Voltage Drop Calculations					2		
Electric Power Distribution Design					2		
Structural Coordination	2				2		
QC Review	2	6					
Quantities / Opinion of Probable Construction Cost		2			4		
Coordination and Meetings with Owner	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	9	86	0	0	318	194	0
3. Structural Engineering							
Retaining Wall Design (Prelim)	1		4		8	16	
Pedestrian Bridge (Conceptual)							
Update General Plan and Elevation	1		8		8	8	
Update Typical Section			1		1	2	
Aesthetic Details	1		24		16	32	
Miscellaneous Structural Details	2		40		40	80	

Structural Quantity Cost Estimate (Prelim)	1		2		4		
Subtotal - Structural Engineering	6	0	79	0	77	138	0
4. Waterline & Sanitary Sewer Engineering							
Preliminary Waterline Plans							
Waterline Design - Horizontal Alignment		12		8		2	
Waterline Design - Vertical Profile		12		8		4	
Waterline Design - Layout Appurtenances		8		8		2	
Waterline Design - Misc. Details		8		8		4	
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		20		24		36	
Waterline Pay Items, Quantities, and Notes		4		4			
Water Service Connections		4		4			
Opinion of Probable Construction Cost		4		2			
QA/QC Waterline Review	4	4		4		4	
Preliminary Sanitary Sewer Plans							
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Sanitary Sewer Design - Horizontal Alignment		8		8			
Sanitary Sewer Design - Vertical Profile		12		12		8	
Sanitary Sewer Key Map		1				2	
Sanitary Sewer Plan and Profile Sheets		12		16		16	
Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Sanitary Sewer Review	2	2		2		2	
Subtotal - Waterline & Sanitary Sewer Engineering	6	127	0	119	0	82	0
Hours	37	233	79	119	399	418	0
Salary Costs	\$9,509.00	\$49,163.00	\$14,220.00	\$18,683.00	\$53,865.00	\$49,742.00	\$0.00

SUBTOTAL - SALARIES: \$195,182.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$68.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$68.00

SUBTOTAL: \$195,250.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$195,250.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PRELIMINARY DESIGN - ELM PL. CIVIL, US-51 TO ALBANY ST.**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	6	6					
Quality Control Review	6	6					
Submittals to Client		4			4	4	
Subtotal - Project Management	12	16	0	0	4	4	0
2. Civil Engineering							
Preliminary Plans							
Horizontal Geometry		2			2	2	
Vertical Geometry		2			16	2	
Roadway Modelling		2			20		
Driveway Design		2			4	2	
Sideroad Design		4			8	4	
Title Sheet					2	2	
Pay Quantities and Notes		2			16	4	
Summary Sheets		2			16	2	
Typical Sections		2			2	2	
Right-of-Way Map		2			4	4	
Drainage Design/Drainage Area Map		2			24	4	
Geometric Layout		2			2	2	
SWMP					2	2	
Erosion Control Plans		2			4	2	
Plan & Profile Sheets		8			20	60	
Striping & Signing Plans		4			12	12	
Removal Sheets		2			4	4	
Drainage Profiles		4			8	4	
Construction Sequence		2			16	4	
Cross Sections		4			20	8	
Quantity Calculations		4			4	4	
ROW Document Review		4					
Coordination with Utility Companies		4			4	4	
Lighting							
Demo / Removal Plans		2			4	4	
Installation Plans		2			12	12	
Details / One-Line		2			8		
Voltage Drop Calculations					2		
Electric Power Distribution Design					2		
Structural Coordination	2				2		
QC Review	2	4					
Quantities / Opinion of Probable Construction Cost		2			4		
Coordination and Meetings with Owner	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	8	82	0	0	256	150	0
3. Structural Engineering							
Retaining Wall Design (Prelim)	1		2		2		
Miscellaneous Structural Details	2		12		12	40	
Structural Quantity Cost Estimate	1		1		1		
Subtotal - Structural Engineering	4	0	15	0	15	40	0
4. Waterline & Sanitary Sewer Engineering							
Preliminary Waterline Plans							

Waterline Design - Horizontal Alignment		8		8		2	
Waterline Design - Vertical Profile		8		8		2	
Waterline Design - Layout Appurtenances		8		4		2	
Waterline Design - Misc. Details		8		8		4	
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		12		12		8	
Waterline Pay Items, Quantities, and Notes		4		4			
Water Service Connections		2		2			
Opinion of Probable Construction Cost		2		2			
QA/QC Waterline Review	4	4		4		4	
Preliminary Sanitary Sewer Plans							
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Sanitary Sewer Design - Horizontal Alignment		8		8			
Sanitary Sewer Design - Vertical Profile		12		12		8	
Sanitary Sewer Key Map		1				2	
Sanitary Sewer Plan and Profile Sheets		12		16		16	
Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Sanitary Sewer Review	2	2		2		2	
Subtotal - Waterline & Sanitary Sewer Engineering	6	107	0	101	0	52	0
Hours	30	205	15	101	275	246	0
Salary Costs	\$7,710.00	\$43,255.00	\$2,700.00	\$15,857.00	\$37,125.00	\$29,274.00	\$0.00

SUBTOTAL - SALARIES: \$135,921.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$79.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$79.00

SUBTOTAL: \$136,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$136,000.00

Exhibit A

City of Broken Arrow

Reconnecting Broken Arrow RAISE Grant

ST24140

PRELIMINARY DESIGN - ELM PL. TRAFFIC, KENOSHA ST. TO US-51

WORK TASK DESCRIPTION	E-6	E-4	- Select Category -	E-3	E-1	- Select Category -	- Select Category -
	\$316.00	\$211.00	\$0.00	\$180.00	\$135.00	\$0.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Traffic Design							
Preliminary Plans (2 Intersections)							
Pay Quantities and Notes		2		8	16		
Signal plan sheets		8		32	48		
phasing and sequencing sheets		8		16	32		
wiring diagram sheets		8		16	32		
QA/QC	4						
Subtotal - Traffic Design	4	26	0	72	128	0	0
Hours	4	26	0	72	128	0	0
Salary Costs	\$1,264.00	\$5,486.00	\$0.00	\$12,960.00	\$17,280.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$36,990.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$10.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$10.00

SUBTOTAL: \$37,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$37,000.00

Exhibit A

City of Broken Arrow

**Reconnecting Broken Arrow RAISE Grant
ST24140**

PRELIMINARY DESIGN - ELM PL. TRAFFIC, US-51 TO ALBANY ST.

WORK TASK DESCRIPTION	E-6	E-4	- Select Category -	E-3	E-1	- Select Category -	- Select Category -
	\$316.00	\$211.00	\$0.00	\$180.00	\$135.00	\$0.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Traffic Design							
Preliminary Plans (2 Intersections)							
Pay Quantities and Notes		2		8	16		
Signal plan sheets		8		32	48		
phasing and sequencing sheets		8		16	32		
wiring diagram sheets		8		16	32		
QA/QC	4						
Subtotal - Traffic Design	4	26	0	72	128	0	0
Hours	4	26	0	72	128	0	0
Salary Costs	\$1,264.00	\$5,486.00	\$0.00	\$12,960.00	\$17,280.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$36,990.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$10.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$10.00

SUBTOTAL: \$37,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$37,000.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
CONCEPTUAL DESIGN - 9TH ST. CIVIL**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Site Investigation		4			4		
Horizontal Geometry		2			4	2	
Driveway Layouts		2			12	2	
Sidewalk/ADA Evaluation		2			8	2	
Title Sheet					2	4	
Typical Sections		2			8	4	
Right-of-Way Map		2			4	4	
Plan & Profile Sheets	2	4			20	60	
Drainage Improvements		4			12	12	
Utility Companies Coordination	4	4			4	4	
Lighting							
Photometric Modeling		4			8		
Demo / Removal Plans		4			8		
Installation Plans		4			16		
QC Review	2	4					
Quantities / Opinion of Probable Construction Cost		2			4		
Meetings/Coordination with City	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	12	52	0	0	126	94	0
3. Hydrology and Hydraulics							
Data Collection		2		8			
Hydrology		8		12			
Hydraulics		8		12			
Documentation		4		12			
QAQC	2						
Subtotal - Hydrology and Hydraulics	2	22	0	44	0	0	0
4. Structural Engineering							
Site Evaluation of Existing Structure & Memo	2		12		12		
Load Rating of Existing Structure	1		4		6		
Retaining Wall Design (Conceptual)	2		12		12	40	
Proposed Bridge Details (Conceptual)							
Geometry Prelim Calculations	1		6		8		
Span Configuration Study	1		40		40		
Preliminary Superstructure Design (3 Designs)	1		32		48		
Preliminary Substructure Design (2 Designs)	1		24		20		
Detail General Plan and Elevation (3)	1		12		12	72	
Detail Typical Section (3)	1		12		12	18	
Structural Quantity Cost Estimate (Conceptual)	1		8		12		
Subtotal - Structural Engineering	12	0	162	0	182	130	0
4. Waterline & Sanitary Sewer Engineering							
Conceptual Waterline Plans							
Site Visit and Field Data Collection		2		2			

Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Waterline Design - Horizontal Alignment		8		4			
Waterline Design - Layout Appurtenances		4		4			
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		12		12		8	
Pay Items, Quantities, and Notes		4		4			
Opinion of Probable Construction Cost		4		2			
QA/QC Waterline Review	2	2		2		2	
Conceptual Sanitary Sewer Plans							
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Sanitary Sewer Design - Horizontal Alignment		8		8			
Sanitary Sewer Design - Vertical Profile		12		12			
Sanitary Sewer Key Map		1				2	
Sanitary Sewer Plan and Profile Sheets		8		12		12	
Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Sanitary Sewer Review	2	2		2		2	
Subtotal - Waterline & Sanitary Sewer Engineering	4	88	0	80	0	28	0
Hours	54	190	162	124	312	256	0
Salary Costs	\$13,878.00	\$40,090.00	\$29,160.00	\$19,468.00	\$42,120.00	\$30,464.00	\$0.00

SUBTOTAL - SALARIES: \$175,180.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$20.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$20.00

SUBTOTAL: \$175,200.00

Bancroft (Survey) \$63,800.00

SUBCONSULTANTS FEE: \$63,800.00

TOTAL FEE: \$239,000.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
CONCEPTUAL DESIGN - 9TH ST. & KENOSHA ST. CIVIL**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	4	4					
Quality Control Review	4	4					
Submittals to Client		4			4	4	
Subtotal - Project Management	8	12	0	0	4	4	0
2. Civil Engineering							
Site Investigation		4			4		
Horizontal Geometry		2			4	2	
Driveway Layouts		2			4	2	
Sidewalk/ADA Evaluation		2			4	2	
Intersection Layout		2			8	2	
Title Sheet					2	4	
Typical Sections		2			4	4	
Right-of-Way Map		2			4	4	
Plan & Profile Sheets	2	8			12	40	
Drainage Improvements		4			8	8	
Utility Companies Coordination	4	4			4	4	
Lighting							
Photometric Modeling		4			8		
Demo / Removal Plans		4			8		
Installation Plans		4			16		
QC Review	2	4					
Quantities / Opinion of Probable Construction Cost		2			4		
Meetings/Coordination with City	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	12	58	0	0	106	72	0
3. Hydrology and Hydraulics							
Coordination with Roadway		8					
Subtotal - Hydrology and Hydraulics	0	8	0	0	0	0	0
4. Waterline Engineering							
Site Visit and Field Data Collection		2		2			
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		1		1			
Review of Existing Right of Way and Easements		1		1			
Waterline Design - Horizontal Alignment		4		4			
Waterline Design - Layout Appurtenances		2		2			
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		12		12		12	
Pay Items, Quantities, and Notes		4		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Waterline Review	2	2		2		2	
Subtotal - Waterline Engineering	2	33	0	32	0	16	0
Hours	22	111	0	32	110	92	0
Salary Costs	\$5,654.00	\$23,421.00	\$0.00	\$5,024.00	\$14,850.00	\$10,948.00	\$0.00

SUBTOTAL - SALARIES: \$59,897.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$13.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$13.00

SUBTOTAL: \$59,910.00

Bancroft (Survey) \$31,390.00

SUBCONSULTANTS FEE: \$31,390.00

TOTAL FEE: \$91,300.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
CONCEPTUAL DESIGN - 9TH ST. & HILLSIDE DR. CIVIL**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	4	4					
Quality Control Review	4	4					
Submittals to Client		4			4	4	
Subtotal - Project Management	8	12	0	0	4	4	0
2. Civil Engineering							
Site Investigation		4			4		
Horizontal Geometry		2			4	2	
Driveway Layouts		2			4	2	
Sidewalk/ADA Evaluation		2			4	2	
Intersection Layout		2			8	2	
Title Sheet					2	4	
Typical Sections		2			4	4	
Right-of-Way Map		2			4	4	
Plan & Profile Sheets	2	8			12	40	
Drainage Improvements		2			8	4	
Utility Companies Coordination	4	4			4	4	
Lighting							
Photometric Modeling		4			8		
Demo / Removal Plans		4			8		
Installation Plans		4			16		
QC Review	2	4					
Quantities / Opinion of Probable Construction Cost		2			4		
Opinion of Probable Construction Cost		4			4		
Subtotal - Civil Engineering	8	52	0	0	98	68	0
3. Hydrology and Hydraulics							
Coordination with Roadway		8					
Subtotal - Hydrology and Hydraulics	0	8	0	0	0	0	0
4. Waterline & Sanitary Sewer Engineering							
Site Visit and Field Data Collection		2		2			
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		1		1			
Review of Existing Right of Way and Easements		1		1			
Waterline Design - Horizontal Alignment		4		4			
Waterline Design - Layout Appurtenances		2		2			
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		12		12		12	
Pay Items, Quantities, and Notes		4		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Waterline Review	2	2		2		2	
Conceptual Sanitary Sewer Plans							
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Sanitary Sewer Design - Horizontal Alignment		8		8			
Sanitary Sewer Design - Vertical Profile		12		12			
Sanitary Sewer Key Map		1				2	
Sanitary Sewer Plan and Profile Sheets		8		12		12	

Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Sanitary Sewer Review	2	2		2		2	
Subtotal - Waterline & Sanitary Sewer Engineering	4	79	0	77	0	32	0

Hours	20	151	0	77	102	104	0
Salary Costs	\$5,140.00	\$31,861.00	\$0.00	\$12,089.00	\$13,770.00	\$12,376.00	\$0.00

SUBTOTAL - SALARIES: \$75,236.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$64.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$64.00

SUBTOTAL: \$75,300.00

Bancroft (Survey) \$24,050.00

SUBCONSULTANTS FEE: \$24,050.00

TOTAL FEE: \$99,350.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PRELIMINARY DESIGN - 9TH ST. CIVIL**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Preliminary Plans							
Horizontal Geometry		2			4	2	
Vertical Geometry		2			20	4	
Roadway Modelling		2			20		
Driveway Design		2			20	4	
Sideroad Design		2			20	4	
Title Sheet					2	2	
Pay Quantities and Notes		2			8	2	
Summary Sheets		2			16	2	
Typical Sections		2			8	2	
Right-of-Way Map		2			4	4	
Drainage Design/Drainage Area Map		4			16	4	
Geometric Layout		2			2	2	
SWMP					2	2	
Erosion Control Plans		2			4	2	
Plan & Profile Sheets		8			40	80	
Striping Plans		2			16	16	
Removal Sheets		2			8	8	
Drainage Profiles		4			40	20	
Construction Sequence		2			20	4	
Cross Sections		4			60	40	
Quantity Calculations		4			4	4	
ROW Document Review		4					
Coordination with Utility Companies		4			4	4	
Lighting							
Demo / Removal Plans		2			4	4	
Installation Plans		2			16	16	
Details / One-Line		2			8		
Voltage Drop Calculations					2		
Electric Power Distribution Design					2		
Structural Coordination	2				2		
QC Review	2	4					
Quantities / Opinion of Probable Construction Cost		2			4		
Coordination and Meetings with Owner	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	8	80	0	0	388	232	0
3. Structural Engineering							
Retaining Wall Design (Prelim)	1		4		8	16	
Pedestrian Bridge (Conceptual)							
Update General Plan and Elevation	1		8		8	8	
Update Typical Section	1		1		1	2	
Superstructure Preliminary Design	1		24		40		
Aesthetic Details	1		24		16	32	
Miscellaneous Structural Details	2		40		40	80	

Structural Quantity Cost Estimate	1		2		4		
Subtotal - Structural Engineering	8	0	103	0	117	138	0
4. Waterline & Sanitary Sewer Engineering							
Preliminary Waterline Plans							
Waterline Design - Horizontal Alignment		8		8		2	
Waterline Design - Vertical Profile		8		8		4	
Waterline Design - Layout Appurtenances		8		8		2	
Waterline Design - Misc. Details		8		8		4	
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		16		16		24	
Waterline Pay Items, Quantities, and Notes		4		4			
Water Service Connections		4		4			
Opinion of Probable Construction Cost		4		2			
QA/QC Waterline Review	4	4		4		4	
Preliminary Sanitary Sewer Plans							
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Sanitary Sewer Design - Horizontal Alignment		8		8			
Sanitary Sewer Design - Vertical Profile		12		12		8	
Sanitary Sewer Key Map		1				2	
Sanitary Sewer Plan and Profile Sheets		12		16		16	
Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Sanitary Sewer Review	2	2		2		2	
Subtotal - Waterline & Sanitary Sewer Engineering	6	115	0	111	0	70	0
Hours	46	223	103	111	509	444	0
Salary Costs	\$11,822.00	\$47,053.00	\$18,540.00	\$17,427.00	\$68,715.00	\$52,836.00	\$0.00

SUBTOTAL - SALARIES: \$216,393.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$107.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$107.00

SUBTOTAL: \$216,500.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$216,500.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PRELIMINARY DESIGN - 9TH ST. & KENOSHA ST. CIVIL**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	4	4					
Quality Control Review	4	4					
Submittals to Client		4			4	4	
Subtotal - Project Management	8	12	0	0	4	4	0
2. Civil Engineering							
Preliminary Plans							
Horizontal Geometry		2			4	2	
Vertical Geometry		2			12	2	
Roadway Modelling		2			20		
Driveway Design		2			8	2	
Intersection Layout		2			16	4	
Title Sheet					2	2	
Pay Quantities and Notes		2			8	4	
Summary Sheets		2			16	2	
Typical Sections		2			2	2	
Right-of-Way Map		2			4	4	
Drainage Design/Drainage Area Map		2			24	4	
Geometric Layout		2			2	2	
SWMP					2	2	
Erosion Control Plans		2			4	2	
Plan & Profile Sheets		4			20	40	
Striping Plans		4			12	8	
Removal Sheets		2			8	8	
Drainage Profiles		4			12	20	
Construction Sequence		2			16	4	
Cross Sections		4			20	20	
Quantity Calculations		4			4	4	
ROW Document Review		4					
Coordination with Utility Companies		4			4	4	
Lighting							
Demo / Removal Plans		2			4	4	
Installation Plans		2			16	16	
Details / One-Line		2			8		
Voltage Drop Calculations					2		
Electric Power Distribution Design					2		
Structural Coordination	2				2		
QC Review	2	4					
Quantities / Opinion of Probable Construction Cost		2			4		
Coordination and Meetings with Owner	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	8	76	0	0	270	162	0
3. Structural Engineering							
Retaining Wall Design	2			8		4	
Bridge	4			12		8	
Subtotal - Structural Engineering	6	0	0	20	0	12	0
4. Waterline Engineering							
Preliminary Waterline Plans							
Waterline Design - Horizontal Alignment		8		4		2	
Waterline Design - Vertical Profile		4		4		4	
Waterline Design - Layout Appurtenances		4		4		2	
Waterline Design - Misc. Details		2		2		2	

Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		16		16		24	
Waterline Pay Items, Quantities, and Notes		4		2			
Water Service Connections		2		2			
Opinion of Probable Construction Cost		2		2			
QA/QC Waterline Review	2	2		2		2	
Subtotal - Waterline Engineering	2	45	0	38	0	38	0

Hours	24	133	0	58	274	216	0
Salary Costs	\$6,168.00	\$28,063.00	\$0.00	\$9,106.00	\$36,990.00	\$25,704.00	\$0.00

SUBTOTAL - SALARIES: \$106,031.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$119.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$119.00

SUBTOTAL: \$106,150.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$106,150.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PRELIMINARY DESIGN - 9TH ST. & HILLSIDE DR. CIVIL**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	4	4					
Quality Control Review	4	4					
Submittals to Client		4			4	4	
Subtotal - Project Management	8	12	0	0	4	4	0
2. Civil Engineering							
Preliminary Plans							
Horizontal Geometry		2			4	2	
Vertical Geometry		2			12	2	
Roadway Modelling		2			20		
Driveway Design		2			16	2	
Intersection Layout		2			16	4	
Title Sheet					2	2	
Pay Quantities and Notes		2			8	4	
Summary Sheets		2			16	2	
Typical Sections		2			2	2	
Right-of-Way Map		2			4	4	
Drainage Design/Drainage Area Map		4			16	4	
Geometric Layout		2			2	2	
SWMP					2	2	
Erosion Control Plans		2			4	2	
Plan & Profile Sheets		8			12	40	
Striping Plans		4			8	4	
Drainage Profiles		4			12	8	
Construction Sequence		2			16	4	
Cross Sections		4			20	20	
Quantity Calculations		4			4	4	
ROW Document Review		4					
Coordination with Utility Companies		4			4	4	
Lighting							
Demo / Removal Plans		2			4	4	
Installation Plans		2			16	16	
Details / One-Line		2			8		
Voltage Drop Calculations					2		
Electric Power Distribution Design					2		
Structural Coordination	2				2		
QC Review	2	4					
Quantities / Opinion of Probable Construction Cost		2			4		
Coordination and Meetings with Owner	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	8	80	0	0	250	138	0
3. Structural Engineering							
Retaining Wall Design	2			8		4	
Bridge	4			12		8	
Subtotal - Structural Engineering	6	0	0	20	0	12	0
4. Waterline & Sanitary Sewer Engineering							
Preliminary Waterline Plans							
Waterline Design - Horizontal Alignment		8		4		2	
Waterline Design - Vertical Profile		8		4		2	

Waterline Design - Layout Appurtenances		4		2		2	
Waterline Design - Misc. Details		2		2		2	
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		16		16		24	
Waterline Pay Items, Quantities, and Notes		4		2			
Water Service Connections		2		2			
Opinion of Probable Construction Cost		2		2			
QA/QC Waterline Review	2	2		2		2	
Preliminary Sanitary Sewer Plans							
Review of Topo Survey, Atlas, and Record Drawings		2		2			
Coordination with Utility Companies		2		2			
Review of Existing Right of Way and Easements		1		1			
Sanitary Sewer Design - Horizontal Alignment		8		8			
Sanitary Sewer Design - Vertical Profile		12		12		8	
Sanitary Sewer Key Map		1				2	
Sanitary Sewer Plan and Profile Sheets		12		16		16	
Pay Items, Quantities, and Notes		8		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Sanitary Sewer Review	2	2		2		2	
Subtotal - Waterline & Sanitary Sewer Engineering	4	99	0	85	0	64	0
Hours	26	191	0	105	254	218	0
Salary Costs	\$6,682.00	\$40,301.00	\$0.00	\$16,485.00	\$34,290.00	\$25,942.00	\$0.00

SUBTOTAL - SALARIES: \$123,700.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$50.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$50.00

SUBTOTAL: \$123,750.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$123,750.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PRELIMINARY DESIGN - 9TH ST. TRAFFIC**

WORK TASK DESCRIPTION	E-6	E-4	- Select Category -	E-3	E-1	- Select Category -	- Select Category -
	\$316.00	\$211.00	\$0.00	\$180.00	\$135.00	\$0.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Traffic Design							
Preliminary Plans (3 Intersections)							
Pay Quantities and Notes		2		4	8		
Signal plan sheets		12		48	72		
phasing and sequencing sheets		9		32	55		
wiring diagram sheets		9		32	55		
QA/QC	2						
Subtotal - Traffic Design	2	32	0	116	190	0	0
Hours	2	32	0	116	190	0	0
Salary Costs	\$632.00	\$6,752.00	\$0.00	\$20,880.00	\$25,650.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$53,914.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$36.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$36.00

SUBTOTAL: \$53,950.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$53,950.00

Exhibit A

City of Broken Arrow

**Reconnecting Broken Arrow RAISE Grant
ST24140**

PRELIMINARY DESIGN - 9TH ST. & KENOSHA TRAFFIC

WORK TASK DESCRIPTION	E-6	E-4	- Select Category -	E-3	E-1	- Select Category -	- Select Category -
	\$316.00	\$211.00	\$0.00	\$180.00	\$135.00	\$0.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Traffic Design							
Preliminary Plans (1 Intersections)							
Pay Quantities and Notes		1		2	4		
Signal plan sheets		4		16	27		
phasing and sequencing sheets		4		8	16		
wiring diagram sheets		4		8	16		
QA/QC	2						
Subtotal - Traffic Design	2	13	0	34	63	0	0
Hours	2	13	0	34	63	0	0
Salary Costs	\$632.00	\$2,743.00	\$0.00	\$6,120.00	\$8,505.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$18,000.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$0.00

SUBTOTAL: \$18,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$18,000.00

Exhibit A

City of Broken Arrow

Reconnecting Broken Arrow RAISE Grant

ST24140

PRELIMINARY DESIGN - 9TH ST. & HILLSIDE DR. TRAFFIC

WORK TASK DESCRIPTION	E-6	E-4	- Select Category -	E-3	E-1	- Select Category -	- Select Category -
	\$316.00	\$211.00	\$0.00	\$180.00	\$135.00	\$0.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Traffic Design							
Preliminary Plans (1 Intersections)							
Pay Quantities and Notes		1		2	4		
Signal plan sheets		4		16	27		
phasing and sequencing sheets		4		8	16		
wiring diagram sheets		4		8	16		
QA/QC	2						
Subtotal - Traffic Design	2	13	0	34	63	0	0
Hours	2	13	0	34	63	0	0
Salary Costs	\$632.00	\$2,743.00	\$0.00	\$6,120.00	\$8,505.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$18,000.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$0.00

SUBTOTAL: \$18,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$18,000.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
CONCEPTUAL DESIGN - MULTI-USE TRAIL**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr						
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Site Investigation		8			8		
Horizontal Geometry		2			20	8	
Crossing Layouts		2			12	4	
Title Sheet					2	4	
Typical Sections		2			8	8	
Right-of-Way Map		2			24	24	
Plan & Profile Sheets	4	16			60	100	
Drainage Profiles		4			16	8	
Utility Companies Coordination		4			4	4	
Lighting							
Photometric Modeling		4			16		
Installation Plans		4			24		
QC Review	4	8					
Quantities / Opinion of Probable Construction Cost		2			6		
Landscape Architecture							
Pause Points - Concept Design			22		44		
Pause Points Renderings (Corridor plan view)			4		18		
Pause Points Plans - Schematic Design			32		66		
Meetings (Internal and External)(Virtual Only)			18		18		
Meetings/Coordination with City	4	4			4		
Opinion of Probable Construction Cost		4			4		
Subtotal - Civil Engineering	12	66	76	0	354	160	0
3. Structural Engineering							
Retaining Wall Design (Conceptual)	4		24		32	40	
Subtotal - Structural Engineering	4	0	24	0	32	40	0
4. Hydrology and Hydraulics							
Data Collection		2		8			
Hydrology		8		40			
Hydraulics		8		40			
Documentation		12		24			
CLOMR		60		60			
QAQC	20						
Subtotal - Hydrology and Hydraulics	20	90	0	172	0	0	0
Hours	60	184	100	172	390	204	0
Salary Costs	\$15,420.00	\$38,824.00	\$18,000.00	\$27,004.00	\$52,650.00	\$24,276.00	\$0.00

SUBTOTAL - SALARIES: \$176,174.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$76.00
CLOMR Submittal Fees	\$6,500.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$6,576.00

SUBTOTAL: \$182,750.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$182,750.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PRELIMINARY DESIGN - MULTI-USE TRAIL**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Preliminary Plans							
Horizontal Geometry		2			20	4	
Vertical Geometry		2			40	8	
Sidewalk Modeling		2			20		
Title Sheet					2	2	
Pay Quantities and Notes		2			8	4	
Summary Sheets		2			8	2	
Typical Sections		2			4	2	
Geometric Layouts		2			12	8	
Right-of-Way Map		2			12	12	
Drainage Design/Drainage Area Map		2			16	4	
SWMP					2	2	
Erosion Control		2			8	4	
Plan & Profile Sheets		8			60	120	
Striping & Signing Plans		2			8	8	
Drainage Profiles		4			12	4	
Cross Sections		4			40	60	
ROW Document Review		8					
Quantity Calculations		2			8		
Coordination with Utility Companies		4			4	4	
Lighting							
Installation Plans		4			24	24	
Details / One-Line		4			12		
Voltage Drop Calculations					6		
Electric Power Distribution Design		2			6		
Structural Coordination	2				4		
QC Review	4	8					
Quantities / Opinion of Probable Construction Cost		2			4		
Landscape Architecture							
Pause Points Plans - Design Development			22		44		
Corridor Landscape Plans			8		28		
Irrigation Plans (@ Pause points only)			12		44		
Trail Signage Plan			14		28		
OPCC			10		8		
Specifications			6		6		
Meetings (Internal and External)(Virtual Only)			18		18		
Coordination and Meetings with Owner	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	10	80	90	0	528	272	0
3. Structural Engineering							
Retaining Wall Design (Prelim)	1		4		8	16	
Miscellaneous Structural Details	2		40		40	80	
Structural Quantity Cost Estimate			1		1		
Subtotal - Structural Engineering	3	0	45	0	49	96	0

Hours	37	108	135	0	581	372	0
Salary Costs	\$9,509.00	\$22,788.00	\$24,300.00	\$0.00	\$78,435.00	\$44,268.00	\$0.00
<hr/>							
SUBTOTAL - SALARIES:	\$179,300.00						
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$50.00						
Postage/Freight/Courier	\$0.00						
Office Supplies/Equipment	\$0.00						
Communications	\$0.00						
Survey Supplies	\$0.00						
Aerial Photography	\$0.00						
GPS Equipment	\$0.00						
Computer Modeling/Software Use	\$0.00						
Traffic Counting Equipment	\$0.00						
Locator/Tracer/Thermal Imager Equipment	\$0.00						
Travel Costs	\$0.00						
<hr/>							
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$50.00						
<hr/>							
SUBTOTAL:	\$179,350.00						
SUBCONSULTANTS FEE:	\$0.00						
<hr/>							
TOTAL FEE:	\$179,350.00						

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
CONCEPTUAL DESIGN - ASPEN SIDEWALK**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Site Visit		8			8		
Horizontal Alignment		2			8	2	
Sidewalk/ADA Evaluation		8			8		
Driveway Design		2			8		
Typical Sections		2			8	8	
Title Sheet					2	4	
Typical Sections		2			8	8	
Right-of-Way Map		2			12	8	
Plan & Profile Sheets	4	4			40	100	
Drainage Improvements		4			20	20	
Quantity Calculations		4			8		
Utility Companies Coordination	4	4			4	4	
Lighting							
Photometric Modeling		6			12		
Demo / Removal Plans		4			8		
Installation Plans		6			20		
QC Review	2	6					
Quantities / Opinion of Probable Construction Cost		2			4		
Meetings/Coordination with City	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	14	74	0	0	190	154	0
3. Hydrology and Hydraulics (Floral Haven Creek)							
Data Collection		2		8			
Hydrology		2		20			
Hydraulics		2		20			
Documentation		2		4			
QAQC	2						
Subtotal - Hydrology and Hydraulics (Floral Haven Creek)	2	8	0	52	0	0	0
3. Structural Engineering							
Retaining Wall Design (Conceptual)	2		12		4	12	
Subtotal - Structural Engineering	2	0	12	0	4	12	0
4. Waterline Engineering							
Site Visit and Field Data Collection		1		1			
Review of Topo Survey, Atlas, and Record Drawings		1		1			
Coordination with Utility Companies		1		1			
Review of Existing Right of Way and Easements		1					
Waterline Design - Horizontal Alignment		4		4			
Waterline Design - Layout Appurtenances		2		2			
Waterline Key Map		1		1		2	
Waterline Plan and Profile Sheets		8		8		8	
Pay Items, Quantities, and Notes		4		4			
Opinion of Probable Construction Cost		4		2			
QA/QC Waterline Review	2	2		2		2	

Subtotal - Waterline Engineering	2	29	0	26	0	12	0
Hours	44	139	12	78	198	182	0
Salary Costs	\$11,308.00	\$29,329.00	\$2,160.00	\$12,246.00	\$26,730.00	\$21,658.00	\$0.00

SUBTOTAL - SALARIES: \$103,431.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$49.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$49.00

SUBTOTAL: \$103,480.00

Bancroft (Survey) \$67,320.00

SUBCONSULTANTS FEE: \$67,320.00

TOTAL FEE: \$170,800.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PRELIMINARY DESIGN - ASPEN SIDEWALK**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Preliminary Plans							
Horizontal Alignments		2			8	2	
Vertical Alignments		2			20	2	
Sidewalk Modelling		2			20		
Driveway Design		2			16		
Title Sheet					2	2	
Pay Quantities and Notes		2			16	4	
Summary Sheets		2			8	2	
Typical Sections		2			2	2	
Geometric Layout		2			4	4	
Right-of-Way Map		2			4	4	
Drainage Design/Drainage Area Map		2			24	4	
SWMP		2			2	2	
Erosion Control Plan		2			8	2	
Plan & Profile Sheets		8			40	80	
Striping Plans		4			16	16	
Drainage Profiles		4			20	12	
Cross Sections		4			40	20	
ROW Document Review		4					
Quantity Calculations		4			8		
Coordination with Utility Companies		4			4	4	
Lighting							
Demo / Removal Plans		2			6	6	
Installation Plans		2			24	24	
Details / One-Line		2			12		
Voltage Drop Calculations					4		
Electric Power Distribution Design					6		
Structural Coordination	2				4		
QC Review	2	6					
Quantities / Opinion of Probable Construction Cost		2			4		
Coordination and Meetings with Owner	4	4			4		
Opinion of Probable Construction Cost		8			16		
Subtotal - Civil Engineering	8	82	0	0	342	192	0
3. Structural Engineering							
Retaining Wall Design (Prelim)	1		4		8	16	
Miscellaneous Structural Details	2		40		40	80	
Structural Quantity Cost Estimate	1		2		4		
Subtotal - Structural Engineering	4	0	46	0	52	96	0
4. Waterline Engineering							
Preliminary Waterline Plans							
Waterline Design - Horizontal Alignment		8		8		2	
Waterline Design - Vertical Profile		8		8		4	
Waterline Design - Layout Appurtenances		4		4		2	

Waterline Design - Misc. Details		4		4		4	
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		12		12		8	
Waterline Pay Items, Quantities, and Notes		4		4			
Water Service Connections		2		2			
Opinion of Probable Construction Cost		4		4			
QA/QC Waterline Review	4	4		4		4	
Subtotal - Waterline Engineering	4	51	0	50	0	26	0
Hours	40	161	46	50	398	318	0
Salary Costs	\$10,280.00	\$33,971.00	\$8,280.00	\$7,850.00	\$53,730.00	\$37,842.00	\$0.00

SUBTOTAL - SALARIES: \$151,953.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$47.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$47.00

SUBTOTAL: \$152,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$152,000.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
CONCEPTUAL DESIGN - 46TH SIDEWALK**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	4	4					
Submittals to Client		4			4	4	
Subtotal - Project Management	16	20	0	0	4	4	0
2. Civil Engineering							
Site Visit		4			4		
Horizontal Alignment		2			8	2	
Sidewalk/ADA Evaluation		8			8		
Driveway Design		2			8		
Title Sheet					2	4	
Typical Sections		2			8	8	
Right-of-Way Map		2			4	8	
Plan & Profile Sheets	4	8			20	60	
Drainage Improvements		4			12	12	
Quantity Calculations		2			8		
Utility Companies Coordination	4	4			4	4	
Lighting							
Photometric Modeling		4			6		
Demo / Removal Plans		2			6		
Installation Plans		4			14		
QC Review	2	3					
Cost		2			3		
Meetings/Coordination with City	8	8			8		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	18	65	0	0	131	98	0
3. Structural Engineering							
Retaining Wall Design (Conceptual)	2		4		2	8	
Subtotal - Structural Engineering	2	0	4	0	2	8	0
4. Hydrology and Hydraulics							
Data Collection		2		8			
Hydrology		2		4			
Hydraulics		2		8			
Documentation		2		4			
QAQC	2						
Subtotal - Hydrology and Hydraulics	2	8	0	24	0	0	0
Hours	38	93	4	24	137	110	0
Salary Costs	\$9,766.00	\$19,623.00	\$720.00	\$3,768.00	\$18,495.00	\$13,090.00	\$0.00

SUBTOTAL - SALARIES: \$65,462.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$38.00
Postage/Freight/Courier	\$0.00

Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00
<hr/>	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$38.00
<hr/>	
SUBTOTAL:	\$65,500.00
SUBCONSULTANTS FEE:	\$0.00
<hr/>	
TOTAL FEE:	\$65,500.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PRELIMINARY DESIGN - 46TH SIDEWALK**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Preliminary Plans							
Horizontal Alignment		2			8	2	
Vertical Alignment		2			8	2	
Sidewalk Modelling		2			12		
Driveway Design		2			8	2	
Title Sheet					2	2	
Pay Quantities and Notes		2			8	2	
Summary Sheets		2			8	2	
Typical Sections		2			2	2	
Geometric Layout		2			2	4	
Right-of-Way Map		2			4	4	
Drainage Design/Drainage Area Map		4			30	8	
SWMP		2			2	2	
Erosion Control Plan		2			8	2	
Plan & Profile Sheets		4			20	20	
Striping Plans		4			8	4	
Drainage Profiles		2			8	8	
Cross Sections		2			20	20	
ROW Document Review		4					
Quantity Calculations		2			8		
Coordination with Utility Companies		4			4	4	
Lighting							
Demo / Removal Plans		2			4	4	
Installation Plans		2			16	16	
Details / One-Line		2			8		
Voltage Drop Calculations					2		
Electric Power Distribution Design					4		
Structural Coordination	2				2		
QC Review	2	4					
Cost		2			4		
Coordination and Meetings with Owner	8	8			8		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	12	72	0	0	226	110	0
3. Structural Engineering							
Retaining Wall Design (Prelim)	1		2		2	8	
Miscellaneous Structural Details	1		8		8	12	
Structural Quantity Cost Estimate	1		1		1		
Subtotal - Structural Engineering	3	0	11	0	11	20	0

Hours	39	100	11	0	241	134	0
Salary Costs	\$10,023.00	\$21,100.00	\$1,980.00	\$0.00	\$32,535.00	\$15,946.00	\$0.00
<hr/>							
SUBTOTAL - SALARIES:	\$81,584.00						
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$16.00						
Postage/Freight/Courier	\$0.00						
Office Supplies/Equipment	\$0.00						
Communications	\$0.00						
Survey Supplies	\$0.00						
Aerial Photography	\$0.00						
GPS Equipment	\$0.00						
Computer Modeling/Software Use	\$0.00						
Traffic Counting Equipment	\$0.00						
Locator/Tracer/Thermal Imager Equipment	\$0.00						
Travel Costs	\$0.00						
<hr/>							
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$16.00						
<hr/>							
SUBTOTAL:	\$81,600.00						
SUBCONSULTANTS FEE:	\$0.00						
<hr/>							
TOTAL FEE:	\$81,600.00						

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
CONCEPTUAL DESIGN - KENOSHA SIDEWALK**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Site Visit		8			8		
Horizontal Alignment		2			16	2	
Sidewalk/ADA Evaluation		4			8		
Driveway Design		2			16		
Title Sheet					2	4	
Typical Sections		2			8	8	
Right-of-Way Map		2			4	8	
Plan & Profile Sheets	4	4			32	60	
Drainage Improvements		2			16	8	
Quantity Calculations		2			8		
Utility Companies Coordination	4	4			4	4	
Lighting							
Photometric Modeling		4			8		
Demo / Removal Plans		2			8		
Installation Plans		4			16		
QC Review	2	3					
Cost		2			4		
Meetings/Coordination with City	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	14	55	0	0	170	94	0
3. Hydrology and Hydraulics							
Coordination with Roadway		8					
Subtotal - Hydrology and Hydraulics	0	8	0	0	0	0	0
4. Structural Engineering							
Retaining Wall Design (Conceptual)	2		8		16	16	
Subtotal - Structural Engineering	2	0	8	0	16	16	0
5. Waterline Engineering							
Site Visit and Field Data Collection		1		1			
Review of Topo Survey, Atlas, and Record Drawings		1		1			
Coordination with Utility Companies		1		1			
Review of Existing Right of Way and Easements		1					
Waterline Design - Horizontal Alignment		4		4			
Waterline Design - Layout Appurtenances		2		2			
Waterline Key Map		1		1		2	
Waterline Plan and Profile Sheets		8		8		4	
Pay Items, Quantities, and Notes		4		4			
Opinion of Probable Construction Cost		4		2			
QA/QC Waterline Review	2	2		2		2	

Subtotal - Waterline Engineering	2	29	0	26	0	8	0
Hours	42	120	8	26	190	122	0
Salary Costs	\$10,794.00	\$25,320.00	\$1,440.00	\$4,082.00	\$25,650.00	\$14,518.00	\$0.00

SUBTOTAL - SALARIES: \$81,804.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$96.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$96.00

SUBTOTAL: \$81,900.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$81,900.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
PRELIMINARY DESIGN - KENOSHA SIDEWALK**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Preliminary Plans							
Horizontal Alignment		2			12	2	
Vertical Alignment		2			12	2	
Sidewalk Modelling		2			20		
Driveway Design		2			16		
Title Sheet					2	2	
Pay Quantities and Notes		2			8	4	
Summary Sheets		2			8	2	
Typical Sections		2			2	2	
Geometric Layout		2			4	4	
Right-of-Way Map		2			4	4	
Drainage Design/Drainage Area Map		4			24	8	
SWMP		2			2	2	
Erosion Control		2			8	4	
Plan & Profile Sheets		8			40	80	
Striping & Signing Plans		2			8	8	
Drainage Profiles		4			16	12	
Cross Sections		4			40	20	
ROW Document Review		4					
Quantity Calculations		2			8		
Coordination with Utility Companies		4			4	4	
Lighting							
Demo / Removal Plans		2			6	6	
Installation Plans		2			20	20	
Details / One-Line		2			10		
Voltage Drop Calculations					6		
Electric Power Distribution Design					6		
Structural Coordination	2				2		
QC Review	2	4					
Quantities / Opinion of Probable Construction Cost		2			4		
Coordination and Meetings with Owner	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	8	74	0	0	304	186	0
3. Structural Engineering							
Retaining Wall Design (Prelim)	2		4		2	8	
Miscellaneous Structural Details	1		2		2	8	
Structural Quantity Cost Estimate	1		1		1		
Subtotal - Structural Engineering	4	0	7	0	5	16	0

4. Waterline Engineering							
Preliminary Waterline Plans							
Waterline Design - Horizontal Alignment		8		8		2	
Waterline Design - Vertical Profile		8		8		4	
Waterline Design - Layout Appurtenances		4		4		2	
Waterline Design - Misc. Details		4		4		4	
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		8		8		4	
Waterline Pay Items, Quantities, and Notes		4		4			
Water Service Connections		2		2			
Opinion of Probable Construction Cost		4		4			
QA/QC Waterline Review	4	4		4		4	
Subtotal - Waterline Engineering	4	47	0	46	0	22	0

Hours	40	149	7	46	313	228	0
Salary Costs	\$10,280.00	\$31,439.00	\$1,260.00	\$7,222.00	\$42,255.00	\$27,132.00	\$0.00

SUBTOTAL - SALARIES: \$119,588.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$162.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$162.00

SUBTOTAL: \$119,750.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$119,750.00

Exhibit A

City of Broken Arrow

Reconnecting Broken Arrow RAISE Grant

ST24140

CONCEPTUAL DESIGN - HILLSIDE/KENOSHA SIDEWALK

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Site Visit		8			8		
Horizontal Alignment		4			40	8	
Sidewalk/ADA Evaluation		8			8		
Driveway Design		2			24		
Title Sheet					2	4	
Typical Sections		2			12	8	
Right-of-Way Map		4			24	12	
Plan & Profile Sheets	4	12			80	160	
Drainage Improvements		4			20	20	
Quantity Calculations		4			16		
Utility Companies Coordination	4	4			4	4	
Lighting							
Photometric Modeling		4			10		
Demo / Removal Plans		2			8		
Installation Plans		4			20		
QC Review	2	3					
Cost		2			4		
Meetings/Coordination with City	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	14	75	0	0	292	216	0
3. Hydrology and Hydraulics							
Data Collection		2		8			
Hydrology		2		20			
Hydraulics		2		20			
Documentation		2		4			
QAQC	2						
Subtotal - Hydrology and Hydraulics	2	8	0	52	0	0	0
4. Structural Engineering							
Retaining Wall Design (Conceptual)	2		16		24	40	
Subtotal - Structural Engineering	2	0	16	0	24	40	0
5. Waterline Engineering							
Site Visit and Field Data Collection		2		2			
Review of Topo Survey, Atlas, and Record Drawings		1		1			
Coordination with Utility Companies		1		1			
Review of Existing Right of Way and Easements		1					
Waterline Design - Horizontal Alignment		4		4			
Waterline Design - Layout Appurtenances		4		4			
Waterline Key Map		1		1		2	
Waterline Plan and Profile Sheets		12		8		8	

Exhibit A

City of Broken Arrow

Reconnecting Broken Arrow RAISE Grant

ST24140

PRELIMINARY DESIGN - HILLSIDE/KENOSHA SIDEWALK

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Preliminary Plans							
Horizontal Alignment		2			16	2	
Vertical Alignment		2			24	2	
Sidewalk Modelling		2			40		
Driveway Design		2			24	4	
Title Sheet					2	2	
Pay Quantities and Notes		4			12	4	
Summary Sheets		2			8	2	
Typical Sections		2			4	2	
Geometric Layout		2			4	4	
Right-of-Way Map		2			24	12	
SWMP		2			2	2	
Erosion Control Plan		2			16	4	
Drainage Design/Drainage Area Map		4			40	16	
Plan & Profile Sheets		8			60	120	
Striping & Signing Plans		4			8	8	
Drainage Profiles		2			32	16	
Cross Sections		4			40	20	
ROW Document Review		8					
Quantity Calculations		8			24		
Coordination with Utility Companies		4			4	4	
Lighting							
Demo / Removal Plans		2			8	8	
Installation Plans		2			24	24	
Details / One-Line		2			16		
Voltage Drop Calculations					10		
Electric Power Distribution Design					10		
Structural Coordination	2				4		
QC Review	2	6					
Cost		2			4		
Coordination and Meetings with Owner	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	8	88	0	0	472	256	0
3. Structural Engineering							
Retaining Wall Design (Prelim)	2		8		16	16	
Miscellaneous Structural Details	2		40		40	80	
Structural Quantity Cost Estimate	1		12		12		
Subtotal - Structural Engineering	5	0	60	0	68	96	0
4. Waterline Engineering							

Preliminary Waterline Plans							
Waterline Design - Horizontal Alignment		8		8		2	
Waterline Design - Vertical Profile		8		8		4	
Waterline Design - Layout Appurtenances		4		4		2	
Waterline Design - Misc. Details		4		4		4	
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		16		16		24	
Waterline Pay Items, Quantities, and Notes		4		4			
Water Service Connections		2		2			
Opinion of Probable Construction Cost		4		4			
QA/QC Waterline Review	4	4		4		4	
Subtotal - Waterline Engineering	4	55	0	54	0	42	0

Hours 41 171 60 54 544 398 0

Salary Costs \$10,537.00 \$36,081.00 \$10,800.00 \$8,478.00 \$73,440.00 \$47,362.00 \$0.00

SUBTOTAL - SALARIES: \$186,698.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$52.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$52.00

SUBTOTAL: \$186,750.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$186,750.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
CONCEPTUAL DESIGN - HILLSIDE, ALBANY TO 9TH SIDEWALK**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Site Visit		4			4		
Horizontal Alignment		4			24	2	
Sidewalk/ADA Evaluation		8			8		
Driveway Design		2			8		
Title Sheet					2	4	
Typical Sections		2			12	8	
Right-of-Way Map		4			20	8	
Plan & Profile Sheets	2	4			32	48	
Drainage Improvements		4			20	20	
Quantity Calculations		2			8		
Utility Companies Coordination	4	4			4	4	
Lighting							
Photometric Modeling		4			10		
Demo / Removal Plans		2			8		
Installation Plans		4			20		
QC Review	2	3					
Quantities / Opinion of Probable Construction Cost		2			4		
Meetings/Coordination with City	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	12	61	0	0	196	94	0
3. Hydrology and Hydraulics							
Coordination with Roadway		8					
Subtotal - Hydrology and Hydraulics	0	8	0	0	0	0	0
4. Structural Engineering							
Retaining Wall Design (Conceptual)	2		16		20	24	
Subtotal - Structural Engineering	2	0	16	0	20	24	0
5. Waterline Engineering							
Site Visit and Field Data Collection		1		1			
Review of Topo Survey, Atlas, and Record Drawings		1		1			
Coordination with Utility Companies		1		1			
Review of Existing Right of Way and Easements		1					
Waterline Design - Horizontal Alignment		2		2			
Waterline Design - Layout Appurtenances		2		2			
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		8		8		4	
Pay Items, Quantities, and Notes		4		4			
Opinion of Probable Construction Cost		2		2			
QA/QC Waterline Review	2	2		2		2	
Subtotal - Waterline Engineering	2	25	0	23	0	8	0
Hours	40	122	16	23	220	130	0

Salary Costs	\$10,280.00	\$25,742.00	\$2,880.00	\$3,611.00	\$29,700.00	\$15,470.00	\$0.00
<hr/>							
SUBTOTAL - SALARIES:		\$87,683.00					
<u>DIRECT NON-LABOR EXPENSES</u>							
Document Printing/Reproduction/Assembly	\$103.00						
Postage/Freight/Courier	\$0.00						
Office Supplies/Equipment	\$0.00						
Communications	\$0.00						
Survey Supplies	\$0.00						
Aerial Photography	\$0.00						
GPS Equipment	\$0.00						
Computer Modeling/Software Use	\$0.00						
Traffic Counting Equipment	\$0.00						
Locator/Tracer/Thermal Imager Equipment	\$0.00						
Travel Costs	\$0.00						
<hr/>							
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$103.00					
<hr/>							
SUBTOTAL:		\$87,786.00					
Bancroft Design (Survey)		\$40,300.00					
Bancroft Design (RW Exhibits and Staking, 4 @ \$1,740)		\$6,960.00					
SUBCONSULTANTS FEE:		\$47,260.00					
<hr/>							
TOTAL FEE:		\$135,046.00					

Exhibit A

City of Broken Arrow

Reconnecting Broken Arrow RAISE Grant

ST24140

PRELIMINARY DESIGN - HILLSIDE, ALBANY TO 9TH SIDEWALK

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	- Select Category -
	\$257.00	\$211.00	\$180.00	\$157.00	\$135.00	\$119.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	12	12					
Quality Control Review	12	12					
Submittals to Client		4			4	4	
Subtotal - Project Management	24	28	0	0	4	4	0
2. Civil Engineering							
Preliminary Plans							
Horizontal Alignment		2			12	2	
Vertical Alignment		4			24	2	
Sidewalk Modelling		2			32		
Driveway Design		2			8	2	
Title Sheet					2	2	
Pay Quantities and Notes		4			8	4	
Summary Sheets		2			8	2	
Typical Sections		2			4	2	
Geometric Layout		2			8	4	
Right-of-Way Map		2			12	4	
SWMP		2			2	2	
Erosion Control Plan		2			8	4	
Drainage Design/Drainage Area Map		4			16	4	
Plan & Profile Sheets		8			48	40	
Striping & Signing Plans		4			8	8	
Drainage Profiles		2			20	8	
Cross Sections		4			40	20	
ROW Document Review		4					
Quantity Calculations		2			8		
Coordination with Utility Companies		4			4	4	
Lighting							
Demo / Removal Plans		2			8	8	
Installation Plans		2			24	24	
Details / One-Line		2			16		
Voltage Drop Calculations					10		
Electric Power Distribution Design					10		
Structural Coordination	2				4		
QC Review	2	6					
Cost		2			4		
Coordination and Meetings with Owner	4	4			4		
Opinion of Probable Construction Cost		4			8		
Subtotal - Civil Engineering	8	80	0	0	360	146	0
3. Structural Engineering							
Retaining Wall Design (Prelim)	2		8		8	8	
Miscellaneous Structural Details	2		40		40	80	
Structural Quantity Cost Estimate	1		4		4		
Subtotal - Structural Engineering	5	0	52	0	52	88	0
4. Waterline Engineering							

Preliminary Waterline Plans							
Waterline Design - Horizontal Alignment		8		8		2	
Waterline Design - Vertical Profile		8		8		2	
Waterline Design - Layout Appurtenances		4		4		2	
Waterline Design - Misc. Details		4		4		2	
Waterline Key Map		1				2	
Waterline Plan and Profile Sheets		8		8		4	
Waterline Pay Items, Quantities, and Notes		4		4			
Water Service Connections		2		2			
Opinion of Probable Construction Cost		2		2			
QA/QC Waterline Review	2	4		4		4	
Subtotal - Waterline Engineering	2	45	0	44	0	18	0

Hours 39 153 52 44 416 256 0

Salary Costs \$10,023.00 \$32,283.00 \$9,360.00 \$6,908.00 \$56,160.00 \$30,464.00 \$0.00

SUBTOTAL - SALARIES: \$145,198.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$84.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$84.00

SUBTOTAL: \$145,282.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$145,282.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
STAKEHOLDER AND PUBLIC INVOLVEMENT**

WORK TASK DESCRIPTION	KJM	MEP	JAZ	JDH	MTP	CEH	LBS	JMS	MJW	DDD/DJ	MLS
	ES-6	ES-4	P-1	ES-3	ES-2	ES-1	E-2	E-3	E-5	E-4	E-6
	\$331.00	\$205.00	\$163.00	\$174.00	\$136.00	\$108.00	\$157.00	\$180.00	\$257.00	\$211.00	\$316.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Phase 1 Stakeholder and Public Involvement											
Public Involvement Plan	4		24		4						
Advisory Committee Formation	4		10	2		6					
Advisory Committee Meetings (3)											
Pre-Meetings (3)	12		12					6	12	12	6
Mentimeter	6		24	18							
Presentation	24		60			12		12	12	12	12
Meetings	6		6					6	6	6	6
Summary	6		18								
Website	4		8	20					2	2	2
Surveys	2		8	6					2		2
Public Meeting											
Notifications	2		6	6	4						
Presentation	4		12					4	8	4	8
Handouts	2		6	8		4					
Pre-Meeting	4		4					2	4	4	2
Attend Meeting	6		6						6	6	12
Phase 1 Summary	86	0	204	60	8	22	0	30	52	46	50
2. Phase 2 Stakeholder and Public Involvement											
Advisory Committee Meetings (3)											
Pre-Meetings (3)	12		12					6	12	12	6
Mentimeter	6		24	18							
Presentation	24		60			12		36	36	36	36
Meetings	6		6					6	6	6	6
Summary	6		18								
Website Updates	4		24	24				12	12	12	12
Renderings/Graphics/Maps	4		10			60	60				
Public Meetings (2)											
Notifications	4		12	12	8						
Presentation	8		24					4	8	4	8
Handouts	4		12	16		8					
Pre-Meeting (2)	8		8					4	8	8	4
Attend Meeting	12		12						12	12	24
Phase 2 Summary	98	0	222	70	8	80	60	68	94	90	96
3. Phase 3 Stakeholder and Public Involvement											
Advisory Committee Meetings (1)											
Pre-Meeting (1)	4		4					2	4	4	2
Mentimeter	2		12	6							
Presentation	8		20			12		4	8	4	8
Meeting	2		2					2	2	2	2
Summary	2		6								
Website Updates	4		8	8							
Public Meeting											
Notifications	2		6	6	4						
Presentation	4		12					2	4	2	4
Handouts	2		6	8		4					
Pre-Meeting	4		4					2	4	4	2
Attend Meeting	6		6						6	6	12
Public Involvement Summary	6		24	4		4			2		2
Phase 3 Summary	46	0	110	32	4	20	0	12	30	22	32

Hours	230	0	536	162	20	122	60	110	176	158	178
Salary Costs	\$76,130.00	\$0.00	\$87,368.00	\$28,188.00	\$2,720.00	\$13,176.00	\$9,420.00	\$19,800.00	\$45,232.00	\$33,338.00	\$56,248.00

SUBTOTAL - SALARIES: \$384,940.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$6,000.00	handouts, displays
Postage/Freight/Courier	\$800.00	postage
Office Supplies/Equipment	\$0.00	
Communications	\$0.00	
Survey Supplies	\$0.00	
Aerial Photography	\$0.00	
GPS Equipment	\$0.00	
Computer Modeling/Software Use	\$100.00	Mentimeter
Traffic Counting Equipment	\$0.00	
Locator/Tracer/Thermal Imager Equipment	\$0.00	
Travel Costs	\$2,100.00	mileage, PI travel for MLS

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$9,000.00
<hr/>	
SUBTOTAL:	\$393,940.00
SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$393,940.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
ENVIRONMENTAL SERVICES**

WORK TASK DESCRIPTION	KJM	MEP	JAZ	CDM/SWM	MTP	JPA/RLD	LBS			
	ES-6	ES-4	P-1	ES-3	ES-2	ES-1	E-2	E-3	E-5	E-4
	\$331.00	\$205.00	\$163.00	\$174.00	\$136.00	\$108.00	\$157.00	\$180.00	\$257.00	\$211.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Environmental Studies										
Property Owner Notifications	1	2			8		8			
Tribal Consultation Letters	2	2								
Cultural Resources Survey	2	2								
Stream & Wetland Delineation	2	8		208	168	208	48			
T&E Habitat Assessment	2	8		44	40	44	24			
Hazmat Assessment	2	4			4	10	4			
Section 4(f) de minimis	16	16			6		2			
QA/QC	4	32					16			
Subtotal - Environmental Studies	31	74	0	252	226	262	102	0	0	0
1. NEPA Document & Permitting										
Draft CE	2			8						
Final CE	2			4						
Section 404 permit	4			16			32			
Aquatic Resources Protection Plan	2	8					24			
QA/QC	2	10								
Subtotal - NEPA Document & Permitting	12	18	0	28	0	0	56	0	0	0
Hours	43	92	0	280	226	262	158	0	0	0
Hours Check	43	92	0	280	226	262	158	0	0	0
Salary Costs	\$14,233.00	\$18,860.00	\$0.00	\$48,720.00	\$30,736.00	\$28,296.00	\$24,806.00	\$0.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$165,651.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$53.00	
Postage/Freight/Courier	\$120.00	postage
Office Supplies/Equipment	\$0.00	
Communications	\$0.00	
Survey Supplies	\$500.00	environmental database search
Aerial Photography	\$0.00	
GPS Equipment	\$0.00	
Computer Modeling/Software Use	\$0.00	
Traffic Counting Equipment	\$0.00	
Locator/Tracer/Thermal Imager Equipment	\$0.00	
Travel Costs	\$150.00	mileage

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$823.00

SUBTOTAL: \$166,474.00

SUBCONSULTANTS FEE: \$118,876.00

TOTAL FEE: \$285,350.00

Exhibit A

**City of Broken Arrow
Reconnecting Broken Arrow RAISE Grant
ST24140
BUILD GRANT APPLICATION**

WORK TASK DESCRIPTION	KJM	MEP	JAZ	CDM/SWM	MTP	JPA/RLD	LBS			
	ES-6	ES-4	P-1	ES-3	ES-2	ES-1	E-2	E-3	E-5	E-4
	\$331.00	\$205.00	\$163.00	\$174.00	\$136.00	\$108.00	\$157.00	\$180.00	\$257.00	\$211.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Grant Application										
Strategic Guidance	4		8						8	
Project Description & Location	2		8		4		4			
Budget Narrative	2		8							
Merit Criteria	24		40	8	4		4		16	
Project Readiness	2		24							
Subtotal - Grant Application	34	0	88	8	8	0	8	0	24	0
2. Project Management and Meetings										
Meetings	16		16							
QA/QC	8								8	
Meetings	24	0	16	0	0	0	0	0	8	0

Hours	58	0	104	8	8	0	8	0	32	0
Hours Check	58	0	104	8	8	0	8	0	32	0

Salary Costs	\$19,198.00	\$0.00	\$16,952.00	\$1,392.00	\$1,088.00	\$0.00	\$1,256.00	\$0.00	\$8,224.00	\$0.00
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SUBTOTAL - SALARIES: \$48,110.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$140.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$140.00

SUBTOTAL: \$48,250.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$48,250.00

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
RECONNECTING BROKEN ARROW RAISE GRANT
ST24140**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

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

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
RECONNECTING BROKEN ARROW RAISE GRANT
ST24140**

PROJECT SCHEDULE

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

- | | | |
|------------|---|-----------------|
| 1.0 | MULTIMODAL STUDY AND REPORT: | 300 Days |
| 1.1 | Notice to Proceed: | |
| 1.2 | Traffic Data Collection: | |
| 1.3 | Multimodal Analysis: | |
| 1.4 | Multimodal Level of Service Report | |
|
 | | |
| 2.0 | PUBLIC AND STAKEHOLDER ENGAGEMENT: | 725 Days |
| 2.1 | Notice to Proceed: | |
| 2.2 | Prepare Public Involvement Plan: | |
| 2.3 | Formation of Advisory Committee: | |
| 2.4 | Public Meeting: | |
|
 | | |
| 3.0 | CONCEPTUAL AND PRELIMINARY DESIGN PHASE: | 753 Days |
| 2.1 | Notice to Proceed: | |
| 2.2 | Land Surveys: | |
| 2.3 | Conceptual Plans: | |
| 2.4 | Owner Review: | |
| 2.5 | Prepare & Submit "Ultimate" Right-of-Way Documents including: right-of-way map/plans, instruments, closure reports, and certified property reports. | |
| 2.6 | Preliminary Plans: | |
| 2.7 | Owner Review: | |
| 2.8 | Multimodal Revisions (as necessary): | |
|
 | | |
| 4.0 | ENVIRONMENTAL ANALYSIS AND APPROVALS: | 690 Days |
| 4.1 | Notice to Proceed (concurrent with Conceptual and Preliminary Design | |

- Phase):
- 4.2 Begin Environmental Study:
 - 4.3 Finalize Environmental Study and 404 Nationwide Permit application

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ID	Task Name	Duration	Start	Finish	2026				2027						
					Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
1	Multimodal Study and Report	300 days	Tue 9/2/25	Sun 6/28/26											
2	Public and Stakeholder Engagement	725 days	Sun 6/1/25	Wed 5/26/27											
3	Multi-Use Trail	252 days	Sun 6/1/25	Sat 2/7/26											
4	Survey	117 days	Sun 6/1/25	Thu 9/25/25											
5	Conceptual Design	60 days	Fri 9/26/25	Mon 11/24/25											
6	Broken Arrow Review	15 days	Tue 11/25/25	Tue 12/9/25											
7	Preliminary Design	45 days	Wed 12/10/25	Fri 1/23/26											
8	Broken Arrow Review	15 days	Sat 1/24/26	Sat 2/7/26											
9	Kenosha St. Sidewalks & Sidepaths	529 days	Sun 6/1/25	Wed 11/11/26											
10	Survey	117 days	Sun 6/1/25	Thu 9/25/25											
11	Conceptual Design	75 days	Mon 6/15/26	Fri 8/28/26											
12	Broken Arrow Review	15 days	Sat 8/29/26	Sat 9/12/26											
13	Preliminary Design	45 days	Sun 9/13/26	Tue 10/27/26											
14	Broken Arrow Review	15 days	Wed 10/28/26	Wed 11/11/26											
15	Aspen Ave. Sidewalk & Sidepaths	550 days	Sun 6/1/25	Wed 12/2/26											
16	Survey	145 days	Sun 6/1/25	Thu 10/23/25											
17	Conceptual Design	75 days	Mon 7/6/26	Fri 9/18/26											
18	Broken Arrow Review	15 days	Sat 9/19/26	Sat 10/3/26											
19	Preliminary Design	45 days	Sun 10/4/26	Tue 11/17/26											
20	Broken Arrow Review	15 days	Wed 11/18/26	Wed 12/2/26											
21	Hillside Dr., Albany to 9th St. Sidewalk & Sidepaths	534 days	Tue 7/8/25	Wed 12/23/26											
22	Survey	123 days	Tue 7/8/25	Fri 11/7/25											
23	Conceptual Design	75 days	Mon 7/27/26	Fri 10/9/26											

EXHIBIT B-Fall Traffic Counts
Project: BA Multimodal Schedu
Date: Tue 5/6/25

- Task: Solid blue bar
- Split: Dotted blue line
- Milestone: Diamond symbol
- Summary: Horizontal bar with arrowheads
- Project Summary: Horizontal bar with arrowheads and a box
- Inactive Task: Light blue bar
- Inactive Milestone: Light blue diamond
- Inactive Summary: Light blue bar with arrowheads
- Inactive Project Summary: Light blue bar with arrowheads and a box
- Inactive Task (External): Light grey bar
- External Milestone: Grey diamond
- Deadline: Green arrow
- Progress: Blue bar
- Manual Progress: Light blue bar
- Inactive Summary (Manual): Light grey bar
- Manual Task: Light grey bar with arrowheads
- Duration-only: Light grey bar with arrowheads
- Manual Summary Rollup: Light grey bar with arrowheads and a box
- Manual Summary: Light grey bar with arrowheads
- Start-only: Light grey bar with a box
- Finish-only: Light grey bar with a box

ID	Task Name	Duration	Start	Finish	2026				2027					
					Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4			
24	Broken Arrow Review	15 days	Sat 10/10/26	Sat 10/24/26										
25	Preliminary Design	45 days	Sun 10/25/26	Tue 12/8/26										
26	Broken Arrow Review	15 days	Wed 12/9/26	Wed 12/23/26										
27	46th St. Sidewalk & Sidepaths	506 days	Tue 8/26/25	Wed 1/13/27										
28	Survey	89 days	Tue 8/26/25	Sat 11/22/25										
29	Conceptual Design	75 days	Mon 8/17/26	Fri 10/30/26										
30	Broken Arrow Review	15 days	Sat 10/31/26	Sat 11/14/26										
31	Preliminary Design	45 days	Sun 11/15/26	Tue 12/29/26										
32	Broken Arrow Review	15 days	Wed 12/30/26	Wed 1/13/27										
33	Hillside Dr. & Kenosha St. Sidewalk & Sidepaths	470 days	Tue 10/7/25	Tue 1/19/27										
34	Survey	117 days	Tue 10/7/25	Sat 1/31/26										
35	Conceptual Design	60 days	Mon 9/7/26	Thu 11/5/26										
36	Broken Arrow Review	15 days	Fri 11/6/26	Fri 11/20/26										
37	Preliminary Design	45 days	Sat 11/21/26	Mon 1/4/27										
38	Broken Arrow Review	15 days	Tue 1/5/27	Tue 1/19/27										
39	Aspen Ave.--Omaha St. Intersection to 46th St.	536 days	Tue 10/7/25	Fri 3/26/27										
40	Survey	117 days	Tue 10/7/25	Sat 1/31/26										
41	Conceptual Design	60 days	Mon 9/28/26	Thu 11/26/26										
42	Broken Arrow Review	15 days	Fri 11/27/26	Fri 12/11/26										
43	Preliminary Design	90 days	Sat 12/12/26	Thu 3/11/27										
44	Broken Arrow Review	15 days	Fri 3/12/27	Fri 3/26/27										

EXHIBIT B-Fall Traffic Counts
Project: BA Multimodal Schedu
Date: Tue 5/6/25

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond symbol
- Summary: Bracket symbol
- Project Summary: Bracket with vertical line symbol
- Inactive Task: Hollow rectangle symbol
- Inactive Milestone: Diamond with vertical line symbol
- External Tasks: Grey bar
- External Milestone: Diamond symbol
- Deadline: Green arrow symbol
- Progress: Blue bar
- Manual Progress: Blue bar with vertical line

ID	Task Name	Duration	Start	Finish	2026	2027		
					Qtr 1	Qtr 2	Qtr 3	Qtr 4
45	9th St.--Kenosha Intersection to Albany Intersection	614 days	Tue 10/7/25	Sat 6/12/27				
46	Kenosha St. Intersection	542 days	Tue 10/7/25	Thu 4/1/27				
47	Survey	117 days	Tue 10/7/25	Sat 1/31/26				
48	Conceptual Design	60 days	Mon 10/19/26	Thu 12/17/26				
49	Broken Arrow Review	15 days	Fri 12/18/26	Fri 1/1/27				
50	Preliminary Design	75 days	Sat 1/2/27	Wed 3/17/27				
51	Broken Arrow Review	15 days	Thu 3/18/27	Thu 4/1/27				
52	Hillside Dr. Intersection	593 days	Tue 10/7/25	Sat 5/22/27				
53	Survey	117 days	Tue 10/7/25	Sat 1/31/26				
54	Conceptual Design	90 days	Mon 11/9/26	Sat 2/6/27				
55	Broken Arrow Review	15 days	Sun 2/7/27	Sun 2/21/27				
56	Preliminary Design	75 days	Mon 2/22/27	Fri 5/7/27				
57	Broken Arrow Review	15 days	Sat 5/8/27	Sat 5/22/27				
58	9th St. Roadway	614 days	Tue 10/7/25	Sat 6/12/27				
59	Survey	117 days	Tue 10/7/25	Sat 1/31/26				
60	Conceptual Design	90 days	Mon 11/30/26	Sat 2/27/27				
61	Broken Arrow Review	15 days	Sun 2/28/27	Sun 3/14/27				
62	Preliminary Design	75 days	Mon 3/15/27	Fri 5/28/27				
63	Broken Arrow Review	15 days	Sat 5/29/27	Sat 6/12/27				
64	Elm Pl.--Kenosha St. Intersection to US-51	544 days	Tue 1/6/26	Sat 7/3/27				
65	Survey	85 days	Tue 1/6/26	Tue 3/31/26				
66	Conceptual Design	90 days	Mon 12/21/26	Sat 3/20/27				

EXHIBIT B--Fall Traffic Counts
Project: BA Multimodal Schedu
Date: Tue 5/6/25

ID	Task Name	Duration	Start	Finish	2026	2027							
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
67	Broken Arrow Review	15 days	Sun 3/21/27	Sun 4/4/27									
68	Preliminary Design	75 days	Mon 4/5/27	Fri 6/18/27									
69	Broken Arrow Review	15 days	Sat 6/19/27	Sat 7/3/27									
70	Elm Pl.--US-51 to Albany Intersection	570 days	Tue 12/2/25	Thu 6/24/27									
71	Survey	117 days	Tue 12/2/25	Sat 3/28/26									
72	Conceptual Design	60 days	Mon 1/11/27	Thu 3/11/27									
73	Broken Arrow Review	15 days	Fri 3/12/27	Fri 3/26/27									
74	Preliminary Design	75 days	Sat 3/27/27	Wed 6/9/27									
75	Broken Arrow Review	15 days	Thu 6/10/27	Thu 6/24/27									
76	Environmental Analysis and Approvals	690 days	Tue 2/10/26	Fri 12/31/27									

Legend:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Solid black diamond
- Summary: Solid black bar with brackets
- Project Summary: Solid grey bar with brackets
- Inactive Task: Solid white bar with brackets
- Inactive Milestone: Solid grey diamond
- Inactive Summary: Solid grey bar
- Manual Task: Solid teal bar
- Duration-only: Dotted teal bar
- Manual Summary Rollup: Solid teal bar with brackets
- Manual Summary: Solid black bar with brackets
- Start-only: Solid white bar with brackets
- Finish-only: Solid black bar with brackets
- External Tasks: Solid grey bar
- External Milestone: Solid grey diamond
- Deadline: Solid green arrow
- Progress: Solid blue bar
- Manual Progress: Solid teal bar

EXHIBIT B-Fall Traffic Counts
Project: BA Multimodal Schedu
Date: Tue 5/6/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2025

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 Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: Kathy Jones PHONE (A/C, No, Ext): 501-377-8502 E-MAIL ADDRESS: kathy.jones@stephens.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Garver LLC 6100 Yale Avenue, Suite 1300 Tulsa OK 74136	INSURER A: Phoenix Insurance Company (A++XV)	NAIC # 25623
	INSURER B: Charter Oak Fire Insurance Company (A++XV)	25615
	INSURER C: Standard Fire Insurance Company (A++XV)	19070
	INSURER D: Travelers Property Casualty Co of Amer (A++ XV)	25674
	INSURER E: Starr Surplus Lines Insurance Company (A XV)	13604
	INSURER F: Tokio Marine Specialty Insurance Company (A++XV)	23850

COVERAGES

CERTIFICATE NUMBER: 85144377

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: -0- Deductible			P-630-1G052988-PHX-24	7/1/2024	7/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N886537-24-43-G	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP-6J09853A-24-43	7/1/2024	7/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			UB-7K425966-24-43-G	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
E	Professional Liability- Claims Made			1000634123241	7/1/2024	7/1/2025	Each Claim & Aggregate \$2,000,000
F	Contractor's Pollution Liability			PPK2691456	7/1/2024	7/1/2025	Occurrence & Aggregate \$2,000,000
	Maritime Employer's Liability *			PSR083863	7/1/2024	7/1/2025	Combined Single Limit \$1,000,000
	Underwriter at Lloyds NAIC AA-1122000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached
 RE: Garver Project: 2301988 BA Multimodal Improvements

Full Prior Acts applies under the Starr Professional Liability policy shown above.

CERTIFICATE HOLDER

Garver Project: 2301988 BA Multimodal Improvements

City of Broken Arrow
 485 N. Popular 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

Ted Grace

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 6100 Yale Avenue, Suite 1300 Tulsa OK 74136	
POLICY NUMBER P-630-1G052988-PHX-24			
CARRIER Phoenix Insurance Company (A++XV)	NAIC CODE 25623	EFFECTIVE DATE: 7/1/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City of Broken Arrow

ADDRESS: 485 N. Popular Ave Broken Arrow OK 74012

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability if required by written contract per Blanket Endorsement CGD414 & CGD246 on a Primary & Non-contributory basis and includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430305 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile & ILT400(05/19) on the Umbrella.

Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

*** (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-PHX-24 shown above with a limit of \$500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause.

General Liability Includes Work Within Railroad by endorsement CG D3 79 and Auto includes Work within Railroad endorsement CA 2070 .



ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 6100 Yale Avenue, Suite 1300 Tulsa OK 74136	
POLICY NUMBER P-630-1G052988-PHX-24		EFFECTIVE DATE: 7/1/2024	
CARRIER Phoenix Insurance Company (A++XV)	NAIC CODE 25623		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City of Broken Arrow
ADDRESS: 485 N. Popular Ave Broken Arrow OK 74012

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.

Cyber Policy PRV30063164200 with Endurance Assurance Corporation, eff. 7/1/24-7/1/25 Limits \$10,000,000 Data & Network Liability.

Employee Dishonesty Coverage - Policy #105807050 eff. 7/1/24-7/1/25 Limit \$1,000,000



City of Broken Arrow

Request for Action

File #: 25-879, Version: 1

**Broken Arrow City Council
Meeting of: June 16, 2025**

Title:

Consideration, discussion and 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

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: Preview Ordinance - Reserved Parking for Designated City Officials

Recommendation:

Preview the Ordinance and set for adoption.

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 EFFECTIVE DATE

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. Effective Date. This ordinance shall take effect thirty (30) days after its passage and publication, as required by law.

SECTION 3. Codification. The City Clerk is directed to codify this ordinance in the Broken Arrow Municipal Code under Chapter 23, Section 23-149.

SECTION 4. Repealed. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2025.

MAYOR

ATTEST:

(SEAL) CITY CLERK

APPROVED:

CITY ATTORNEY



City of Broken Arrow

Request for Action

File #: 25-823, Version: 1

**Broken Arrow City Council
Meeting of: 06-16-2025**

Title:

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

Background:

Bryce Doyle, Lead Pilot, CFI, Tulsa Aviation Hub requested the City revise its Ordinance governing Heliports., including the following:

1. New Section 3.5-2.1: This section introduces the special use permit for commercial air tour operations, as requested. It restricts eligibility to property owners, requires a 300-foot buffer from adjacent properties, limits hours to 10:00 a.m.-6:00 p.m., and mandates notice and posting. The permit is valid for a single day, with a cap of six permits per semiannual period to balance community impact. The process is streamlined to avoid council hearings for each application, with the city clerk handling approvals.
2. Amendments to Sec. 3.5-1 and 3.5-2: These sections are updated to reference the new special use permit as an exception, ensuring consistency across the chapter.
3. Amendments to Sec. 3.5-3 and 3.5-4: These sections are modified to exclude special use permit applications from the council hearing process as Mr. Doyle sought to simplify approvals. The existing notice and posting requirements are retained but adapted for the permit process.
4. Retention of Sec. 3.5-5: This section remains unchanged, as it is unaffected by the proposed changes.

Cost: No Cost

Funding Source: No Source

Requested By: City Manager's Office

Approved By: Trevor Dennis, City Attorney

Attachments: Ordinance 3879

File #: 25-823, Version: 1

Recommendation:

Adopt Ordinance 3879 and declare an emergency

ORDINANCE NO. 3879

AN ORDINANCE 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 DECLARING AN EMERGENCY

SECTION I. Section 3.5-1 is hereby amended to read as follows:

Sec. 3.5-1. Operation of airports, heliports, etc., within city limits prohibited; exceptions.

No person shall operate any airport, heliport, air terminal, landing field, or landing site within the city limits; provided this prohibition shall not apply to:

- (1) Any heliport used by and associated with an ambulance service or hospital which is duly licensed by the state to serve Broken Arrow, and which is primarily used for the transportation by air of sick or injured persons, medical supplies, and health care providers; or
- (2) A landing site authorized under a special use permit issued pursuant to Sec. 3.5-2.1.

SECTION II. Section 3.5-2 is hereby amended to read as follows:

Sec. 3.5-2. Permitted locations for takeoffs and landings.

No airplane or helicopter shall take off from or land upon any land, building, or structure within the city limits except:

- (1) At a permanent heliport allowed by applicable law; or
- (2) At a site specifically authorized by city council for such activity as a temporary use under such terms and conditions as the council may prescribe; or
- (3) As necessary to respond to an emergency involving a threat to human life or to property; or
- (4) At the location of a nonrecurring event, in which fewer than six landings or takeoffs are anticipated during any semiannual period; or
- (5) At a site authorized under a special use permit issued pursuant to Sec. 3.5-2.1.

SECTION III. A new section 3.5-2.1 of the Broken Arrow Code of Ordinance is hereby enacted to read as follows:

Sec. 3.5-2.1. Special use permit for commercial air tour operations.

- (a) Purpose. The special use permit is established to allow limited commercial air tour operations within the city limits, subject to conditions that minimize impacts on surrounding properties and ensure compatibility with community standards.
- (b) Eligibility. A special use permit may be issued only to a property owner of land within the city limits of Broken Arrow who seeks to authorize commercial air tour operations on their property. The permit shall not be issued to non-property owners or operators directly.
- (c) Application Requirements. An application for a special use permit shall be submitted to the city clerk and include:
 - (1) The name, address, and contact information of the property owner;
 - (2) A detailed description of the proposed landing site, including a site plan showing the landing zone and its distance from adjacent property lines;
 - (3) The proposed hours of operation, which shall be limited to between 10:00 a.m. and 6:00 p.m. unless otherwise approved by the city;
 - (4) The anticipated number of takeoffs and landings during the permit period;
 - (5) The specific date(s) for which the permit is requested, not to exceed a single calendar day per permit;
 - (6) Evidence that the landing zone is at least 300 feet from the property line of any adjacent land not owned by the applicant;
 - (7) A noise mitigation plan to minimize disturbance to surrounding properties; and
 - (8) Any additional information required by the city clerk.
- (d) Notice and Posting. The applicant shall:
 - (1) Post a sign on the proposed landing site at least ten days prior to the issuance of the permit, with dimensions and lettering comparable to signs used in zoning applications within Broken Arrow, indicating the proposed use, date(s), and hours of operation;
 - (2) Provide written notice to all property owners within 300 feet of the landing site at least ten days prior to the issuance of the permit, including the same information as the posted sign.
- (e) Review and Issuance.
 - (1) The city clerk, or their designee, shall review the application for completeness and compliance with this section.
 - (2) The city clerk may refer the application to the special events committee for a recommendation.
 - (3) The city clerk shall issue the permit if all requirements are met, subject to any additional conditions deemed necessary to protect public health, safety, and welfare.
 - (4) The permit shall specify the authorized location, date(s), hours of operation, and any additional conditions.
- (f) Operational Restrictions.

- (1) Operations under a special use permit shall be limited to the hours of 10:00 a.m. to 6:00 p.m., unless otherwise specified in the permit.
- (2) The landing zone shall remain at least 300 feet from the property line of any adjacent land not owned by the permit holder.
- (3) The permit holder and operator shall comply with all applicable federal, state, and local laws, including Federal Aviation Administration regulations.
- (4) The city may revoke the permit for noncompliance with its terms or if operations pose a threat to public safety or welfare.

(g) Permit Limitations.

- (1) A special use permit shall be valid only for the specific date(s) and location specified.
- (2) No property owner may be issued more than six special use permits in any semiannual period unless approved by the city council.

SECTION IV. Section 3.5-3 is hereby amended to read as follows:

Sec. 3.5-3. Applications for use of land under this chapter; notice.

- (a) Except as provided in Sec. 3.5-2.1, an applicant for the use of land under this chapter shall cause the site to be posted and give written notice to the surrounding property owners, located within 300 feet of the landing site, of the application at least ten days in advance of the hearing. The sign shall have the dimensions and size of lettering comparable to the sign used in zoning applications within Broken Arrow.
- (b) Applications under this section may be referred to the special events committee for recommendation.

SECTION V. Section 3.5-4 is hereby amended to read as follows:

Sec. 3.5-4. Items considered at hearing on application.

At any hearing on an application under this chapter, except for applications under Sec. 3.5-2.1, consideration shall be given to the openness and lack of development of the land, the location of electrical and natural gas lines, the distance to private residences, the frequency of the use, and the volume of sound anticipated.

SECTION VI. Section 3.5-5 is hereby amended to read as follows:

Sec. 3.5-5. Scope of chapter.

The provisions of this chapter are intended to regulate all "heavier than air" craft regardless of configuration, construction or means of propulsion. The provisions of this chapter are not intended to regulate "lighter than air" craft such as hot air balloons.

SECTION VII. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION VIII. Repealed.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IX. Effective Date.

This ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Broken Arrow, Oklahoma, this _____ day of _____, 2025.

ATTEST:

MAYOR

(Seal) CITY CLERK

APPROVED:

CITY ATTORNEY



City of Broken Arrow

Request for Action

File #: 25-824, Version: 1

**Broken Arrow City Council
Meeting of: 06/16/25**

Title:

Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3879

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: None

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: none

Recommendation:

Approve the emergency clause for Ordinance No. 3879

Commercial & Ash Parking Lot (#9681043)
 Owner: Broken Arrow, City of
 Solicitor: Broken Arrow, City of
 06/03/2025 01:45 PM CDT

Line Item	Item Description	Engineer Estimate	Magnum Construction, Inc.	Gober Construction LLC - Tulsa, OK	Bright Lighting Inc.	Accell Construction, Inc.
Site Improvements						
1	Mobilization	\$18,750.00	\$33,000.50	\$9,500.00	\$8,768.28	\$15,000.00
2	Site Demolition & Erosion Control	\$12,500.00	\$12,000.00	\$9,750.00	\$10,330.88	\$25,000.00
	Fine Grading Rock at Parking and					
3	Drives	\$2,662.50	\$15,620.00	\$10,650.00	\$18,474.20	\$7,100.00
4	Rock Base at Parking and Drives	\$2,802.50	\$10,620.00	\$1,416.00	\$16,051.54	\$8,999.86
5	Site Cut and Fill	\$2,231.25	\$1,734.00	\$5,100.00	\$6,342.87	\$10,000.08
6	Site Fill - Haul In	\$1,968.75	\$2,205.00	\$4,500.00	\$9,081.45	\$3,432.15
7	Stabilize Subgrade	\$3,443.00	\$1,650.00	\$3,300.00	\$1,133.00	\$2,497.00
8	Construction Staking	\$10,000.00	\$6,000.00	\$5,000.00	\$5,503.26	\$10,000.00
9	Concrete Paving	\$72,887.50	\$37,901.50	\$87,465.00	\$85,424.15	\$72,595.95
10	Curb and Gutter	\$9,062.50	\$12,470.00	\$11,600.00	\$19,261.80	\$10,918.50
11	Concrete Sidewalks	\$650.00	\$1,040.00	\$650.00	\$5,088.85	\$539.50
12	Concrete Flume	\$1,967.68	\$5,434.00	\$3,432.00	\$6,406.40	\$3,000.14
13	Parking Bumpers	\$4,593.75	\$3,885.00	\$16,800.00	\$4,408.32	\$3,150.00
14	ADA Markings	\$125.00	\$600.00	\$2,000.00	\$624.08	\$1,875.00
15	ADA Parking Signs	\$218.75	\$350.00	\$750.00	\$340.41	\$350.00
16	Traffic Stripe, 4" Plastic	\$2,312.50	\$2,035.00	\$1,480.00	\$2,097.90	\$2,960.00
17	Mulch	\$5,625.00	\$4,500.00	\$6,000.00	\$12,765.00	\$1,500.00
18	Shrubs	\$6,187.50	\$1,815.00	\$4,950.00	\$3,770.91	\$1,988.25
19	Sod	\$3,750.00	\$975.00	\$7,500.00	\$2,340.00	\$3,030.00
20	Tree - Medium	\$4,500.00	\$1,800.00	\$2,000.00	\$2,324.86	\$1,500.00
21	Tree - Small	\$3,000.00	\$1,500.00	\$1,600.00	\$2,324.86	\$450.00
22	Misc. Planting	\$12,500.00	\$6,000.00	\$5,000.00	\$1,017.81	\$1,000.00
23	Irrigation	\$20,000.00	\$22,000.00	\$6,500.00	\$10,212.23	\$30,000.00
24	French Drain	\$12,675.00	\$5,070.00	\$1,352.00	\$3,837.99	\$4,732.00
25	1 1/2" PVC Conduit	\$6,600.00	\$4,800.00	\$2,400.00	\$3,662.40	\$6,000.00
26	#10 Conductor pulled in conduit	\$1,800.00	\$1,800.00	\$5,760.00	\$4,694.40	\$21,002.40
27	Light Pole Base	\$4,687.50	\$5,100.00	\$5,550.00	\$2,228.13	\$3,000.00
28	Light Pole	\$37,500.00	\$22,500.00	\$28,500.00	\$25,313.97	\$15,000.00
Right of Way Improvements						
29	Concrete Paving	\$6,750.00	\$3,510.00	\$8,100.00	\$10,179.00	\$6,723.00
30	Curb and Gutter	\$1,750.00	\$2,408.00	\$2,352.00	\$4,522.00	\$2,108.40
31	Concrete Sidewalks	\$3,350.00	\$5,360.00	\$6,030.00	\$9,045.00	\$2,780.50
32	Curb Ramps	\$7,500.00	\$4,500.00	\$6,600.00	\$10,291.62	\$4,500.00
33	Tree - Medium	\$4,500.00	\$1,800.00	\$2,000.00	\$2,324.86	\$1,500.00
34	Ornamental Fencing	\$8,100.00	\$7,560.00	\$10,800.00	\$8,170.20	\$7,246.80
35	Light Pole Base	\$3,125.00	\$3,400.00	\$3,700.00	\$1,485.42	\$2,000.00
36	PSO fee for service modification Provide and Install new Lighting	\$937.50	\$2,500.00	\$5,000.00	\$1,031.54	\$10,000.00
37	Controller LC-1	\$15,625.00	\$6,000.00	\$8,500.00	\$7,994.43	\$36,000.00
38	Light Pole	\$25,000.00	\$15,000.00	\$18,000.00	\$16,875.98	\$10,000.00
Base Bid Total:		\$341,638.18	\$276,443.00	\$321,587.00	\$345,750.00	\$349,479.53

Shannon Marshall

6/4/2025

Shannon Marshall - Special Projects Division Manager

Date

RESOLUTION 1669

A RESOLUTION OF THE BROKEN ARROW CITY COUNCIL, ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET FOR THE CITY IN ACCORDANCE WITH THE PROVISIONS OF THE MUNICIPAL BUDGET ACT

WHEREAS, the provisions of the Municipal Budget Act (11 O.S. §17-201, et seq.) (“Act”) have been adopted by resolution by the City; and

WHEREAS, the Public Hearing process set forth in the Act has been completed; and

WHEREAS, the Act requires the annual budget to be adopted by the governing body of the City by resolution no later than seven (7) days prior to the beginning of the fiscal year.

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

1. The accompanying budget document sets forth the estimated revenue and appropriations for each fund of the City and is hereby formally adopted by the Broken Arrow City Council.
2. The accompanying budget document complies with the requirements of the Act by including:
 - A complete financial plan for the City, showing revenues and expenditures, past and anticipated
 - Budget Message
 - Budget Summary - All Funds
 - Fund Budget Summaries showing estimates of revenues and expenditures
 - Departmental Appropriations by Account Category
3. In accordance with the Act, the City Council has determined that expenditures and encumbrances may not be authorized that exceed the available appropriation of any department of any fund.
4. Only the City Council may authorize budget amendments involving any supplement, decrease, or inter-departmental transfer of appropriations. The City Manager may authorize budget amendments involving intra-departmental transfers of appropriations.

ADOPTED BY THE BROKEN ARROW CITY COUNCIL THIS 16th DAY OF JUNE 2025.

MAYOR

ATTEST:

City Clerk (Seal)

APPROVED AS TO FORM:



Assistant City Attorney



BID NO. 25.162 - FIRE MONITORING SERVICES	BIDDER 1	BIDDER 2
Description: The City of Broken Arrow is bidding for Fire Monitoring Services. Perform general tasks: maintenance, inspections, repair (included labor), emergency service, repair, yearly inspections, and must be a full-time, commercial fire alarm, licensed, certified, pass background check, and references.	Summit Fire & Security, LLC	Infinity Fire, LLC
PRICE SUMMARY - RATES AND CHARGES	MONTHLY	MONTHLY
Cellular	\$1,665.00	\$35.00
Set-Up Costs	N/A	\$250.00
ADDITIONAL COMMENTS		
NOTARY PUBLIC COMMISSION DATE EXPIRES	5/3/2027	7/22/2025
TOTAL	\$1,665.00	\$285.00

BID NO. 25.162 - FIRE MONITORING SERVICES
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to 5 Vendors with 2 Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

Thursday, June 5, 2025

X *Ryan Baze*

Ryan Baze, General Services Director

BID NO. 25.166-HVAC SERVICES UNDER \$2,500	BIDDER 1	BIDDER 2	BIDDER 3
Description: TThe City of Broken Arrow reserves the right to award multiple vendors. This will be a time and materials agreement for HVAC services. The awarded vendor will provide labor, materials, and equipment necessary for the maintenance, repair, and installation of heating, ventilation, and air conditioning (HVAC) systems as specified in this solicitation. Pricing shall be based on an hourly labor rate for technicians, along with material costs as required. Payment will be made based on actual work performed, subject to inspection and approval to ensure compliance with industry standards and project specifications.	Graham Mechanical HVAC, LLC	McIntosh Services, LLC	Polar Bear Jack's Heating and Air Design
PRICE SUMMARY - RATES AND CHARGES	Per Hour	Per Hour	Per Hour
Service Call Charge	\$0.00	N/A	\$95.00
Journeyman Labor Rate Per Hour	\$100.00	\$97.00	\$123.00
Apprentice Labor Rate Per Hour	\$50.00	\$80.00	\$108.00
Labor Rate After Hour or Overtime Calls	N/A	\$146.00	\$151.00
Materials / Parts Show Markup Cost if Applicable	15%	20%	43%
Mileage Charges, Calculated Basis	\$0.00	1.13/MILE	N/A
Other charges if Applicable	N/A	N/A	\$125.00
ADDITIONAL COMMENTS			
		Line Card	Freon 410A/TDX20 \$80
			Apprentice Labor OT
			\$130.00
NOTARY PUBLIC COMMISSION DATE EXPIRES	5/27/2029	8/17/2027	9/17/2028
TOTAL	\$150.15	\$323.20	\$602.43

BID NO. 25.166-HVAC SERVICES UNDER \$2,500

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to 6 Vendors with 3 Vendors responding.

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

Thursday, June 5, 2025

X *Ryan Baze*

Ryan Baze, General Services Director

BID #25.156 - ASPHALT			BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4
Description: The purpose of this bid is to establish an agreement for The plant mix, for Asphalt Concrete Pavement, to be furnished, under this Proposal, shall conform with Section 708.04 and Section 411.03, 1999 Edition of the Oklahoma State Highway Specifications. Asphalt concrete pavement (hot mix-hot lay)			APAC Central - Oklahoma	Cowboy Asphalt	Greenhill Concrete/Materials	Ellsworth Construction, LLC
Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price	Unit Price
Type A Asphalt	TON	1	\$54.00	\$62.50	\$59.00	\$58.00
Type B Asphalt	TON	1	\$58.00	\$67.50	\$62.00	\$62.00
Type C Asphalt	TON	1	\$63.00	\$70.00	\$65.00	\$66.00
Type B Insoluble	TON	1	\$65.00	\$72.75	\$73.00	\$73.00
Super Save 3	TON	1	\$54.00	\$62.50	\$60.00	\$58.00
Super Save 4	TON	1	\$58.00	\$67.50	\$63.00	\$62.00
Additional Comments:			May Index: \$532.50	Cold Patch/QPR \$115		\$6.50 delivery per ton
						Free dump for asphalt or concrete spoils at plant location w/ purchase. Spoils must be separated and clean from trash and dirt
Notary Public Expires			5/2/2027	5/22/2028	11/1/2028	11/17/2025
TOTAL			\$352.00	\$402.75	\$382.00	\$379.00

BID #25.156 - ASPHALT

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 25.154 - AGGREGATE

1) Description: The purpose of this bid is to establish an agreement for the supply and delivery of aggregate materials required for various municipal projects.						
				BIDDER #1	BIDDER #2	BIDDER #3
				APAC Central - Oklahoma	Greenhill Concrete	Anchor Stone Company
2) Rates & Charges	UOM	Qty	Unit Price	Unit Price	Unit Price	Unit Price
1 1/2" Crusher Run	TON	1	\$8.00	\$8.50	\$9.00	\$9.00
3" Crusher Run	TON	1	\$8.00	\$8.50	\$9.25	\$9.25
12", 18", & 36" Rip Rap	TON	1	\$22.50	\$24.00	\$21.75	\$21.75
3/8" Asphalt Chips & 1/2" Chips	TON	1	\$11.50	\$12.00	\$13.75	\$13.75
1" Road Rock & 1 1/2" Clean	TON	1	\$10.25	\$11.00	\$12.50	\$12.50
Screenings	TON	1	\$6.75	\$7.50	\$9.25	\$9.25
6" Surge Rock	TON	1	\$13.50	\$0.00	\$15.25	\$15.25
8" Surge Rock	TON	1	\$13.50	\$0.00	\$0.00	\$0.00
Gabion Stone	TON	1	\$0.00	\$21.00	\$15.25	\$15.25
Asphalt Millings	TON	1	\$0.00	\$0.00	\$0.00	\$0.00
Type A Aggregate	TON	1	\$8.50	\$9.00	\$9.00	\$9.00
Pugged Aggregate Base Per ODOT Specifications	TON	1	\$8.50	\$9.00	\$9.00	\$9.00
Delivery Cost Per Ton to City Yard, 1700 West Detroit	TRAILER	1	\$8.25	\$7.80	\$7.55	\$7.55
Delivery Cost Per Ton to City Yard, 1700 West Detroit	TRAILER RIP RAP	1	\$9.25	\$11.70	\$8.55	\$8.55
Delivery Cost Per Ton to City Yard, 1700 West Detroit	BOB TAIL	1	\$8.25	\$7.80	\$7.55	\$7.55
Delivery Cost Per Ton to City Yard, 1700 West Detroit	BOB TAIL RIP RAP	1	\$9.25	\$11.70	\$8.55	\$8.55
3 Notary Public Expires				5/2/2027	11/1/2028	3/19/2029
TOTAL				\$146.00	\$110.50	\$156.20

BID 25.154 - AGGREGATE

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, May 27, 2025

Ryan Baze
 X _____
Ryan Baze, General Services Director



BID #25.157 - BACKFILL SAND & TOPSOIL

1)	Description: The City of Broken Arrow is bidding for backfill sand and topsoil. The bidder will provide, deliver, pickup, ensure all materials meet specified quality standards, including gradation, compaction, and fertility requirements where applicable.				
				BIDDER #1 Anchor Stone Company	BIDDER #2 Tulsa Topsoil
2)	Rates & Charges	UOM	Qty	Unit Price	Unit Price
	BACKFILL SAND	TON	1	\$13.00	\$0.00
	MASONRY SAND	TON	1	\$0.00	\$0.00
	MASONRY SAND	CU YD	1	\$0.00	\$0.00
	TOPSOIL	TON	1	\$0.00	\$8.15
	TOPSOIL	CU YD	1	\$0.00	\$10.00
	DELIVERY COST PER TON-TRAILER/BOBTAIL	TON	1	\$8.00	\$22.86
	DELIVERY COST PER CUBIC YARD-TRAILER/ BOBTAIL	CU YD	1	\$8.00	\$22.86
					NO BID FOR SAND
3	Notary Public Expires			3/19/2029	1/7/2029
	TOTAL			\$29.00	\$63.87

BID #25.157 - BACKFILL SAND & TOPSOIL

This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to five (5) Vendors with one (2) 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



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:	Infinity Fire LLC
Original RFP Number:	24.150
RFP Title Name:	Annual Fire Protection Equipment Services and Maintenance
Original Award Date:	07/01/24
Current Contract Term:	07/01/2024 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:

- 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)	INFINITY FIRE, LLC
Authorized Signature:	<i>[Handwritten Signature]</i>
Printed Name and Title of Person Signing:	GARY C. JONES CHIEF OPERATING OFFICER
Date:	05/20/2025
Company Address:	104 S. 109th E. Place Tulsa, OK 74128

Broken Arrow Municipal Authority

Authorized Signature:	<i>Debra Wimpee</i>
Printed Name and Title of Person Signing:	Debra Wimpee Mayor
Date:	6/11/2025

Danny Littlefield, Jr.
 Danny Littlefield, Jr.
 Deputy City Attorney
 6/11/2025

Curtis Green
 Curtis Green
 City Clerk
 6/12/2025



**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
FOR
ROSE DISTRICT PLAZA - FARMER'S MARKET PHASE II
PROJECT 2417300**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Frankfurt-Short-Bruza-Associates, P.C., (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to develop a Master Plan for the Broken Arrow Farmer's Market (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITTAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and
 - 24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and
 - 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
 - 24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.
- 24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow
 485 N. Poplar Avenue
 Broken Arrow, OK 74012
 Contact: Mr. Charlie Bright, PE
 Director of Engineering and Construction

CONSULTANT: Frankfurt-Short-Bruza-Associates, P.C.
 5100 E Skelly Drive, Suite 920, Tulsa, OK 74135
 405.840.2931

 Contact Name: Ryan Dawson, AIA, NCARB, MBA
 Principal

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

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**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
FOR
ROSE DISTRICT PLAZA - FARMER'S MARKET PHASE II
PROJECT 2417300**

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare a master plan for advertising and budgeting purposes for future development and expansion of the Broken Arrow Farmers Market. These documents shall include, but not be limited to, the following: documentation of existing conditions and utilities; diagrammatic layouts of master plan including site plans, axonometric diagrams, and exterior renderings; strategy for branding and storytelling; conceptual programming for Plaza; conceptual cost estimate with possible phasing options. Reference Exhibit A, Fee Proposal.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has (\$TBD) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

- 2.1 The project consists of a master plan for project site from S Main Street to S Ash Ave and W El Paso St to the railroad tracks. The master plan will include: site plans, axonometric diagrams, and exterior renderings. Reference Exhibit A, Fee Proposal.
- 2.2 City will provide Geotechnical Report (Soils Report), and site survey.
- 2.3 CONSULTANT will provide project cost estimates.
- 2.4 CONSULTANT will prepare promotional materials of this project that will be used in the upcoming Broken Arrow Bond.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
 - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
 - 3.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

- 3.2 PROGRAMMING PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.2.1 Programming workshops with OWNER and key stakeholders
 - 3.2.2 Develop program to align with Project goals
 - 3.2.3 Review proposed program with the OWNER
 - 3.2.4 Incorporate OWNER feedback into proposed program
 - 3.2.5 Submit final program for OWNER review via email or Flash Drive.

- 3.3 CONCEPTUAL DESIGN PHASE: Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.3.1 Conceptual design charette OWNER and key stakeholders
 - 3.3.2 Develop conceptual design to align with Project goals and OWNER input
 - 3.3.3 Review proposed design concept with the OWNER
 - 3.3.4 Incorporate OWNER feedback and refine proposed conceptual design.
 - 3.3.5 Submit final conceptual design for OWNER review via email or Flash Drive.

- 3.4 FINAL SUBMITTALS
 - 3.4.1 Incorporate final review comments and furnish one (1) complete set of drawings, one (1) unbound set of 11" x 17" drawings, and one (1) set of final drawings on electronic media (PDF format).

- 3.5 BOND ASSISTANCE PHASE:
 - 3.5.1 Not applicable. Scope to be determined at a later date.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
FOR
ROSE DISTRICT PLAZA - FARMER'S MARKET PHASE II
PROJECT 2417300**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the Second day of June, 2025.

- 1.0 MASTER PLANS:** The CONSULTANT shall submit in-full, the master plans in accordance with City requirements.
- 2.0 COST ANALYSIS:** The CONSULTANT shall submit in-full, a cost estimate analysis containing estimates and long term projections
- 3.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.
 - 4.1 Not applicable.
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, all documents in accordance with City requirements.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
FOR
ROSE DISTRICT PLAZA - FARMER'S MARKET PHASE II
PROJECT 2417300**

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

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

- 1.1 Programming Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 24,205.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Conceptual Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 29,633.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of April 1, 2025 for architectural / engineering services.

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
FOR
ROSE DISTRICT PLAZA - FARMER'S MARKET PHASE II
PROJECT 2417300**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

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

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
FOR
ROSE DISTRICT PLAZA - FARMER'S MARKET PHASE II
PROJECT 2417300**

PROJECT SCHEDULE

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

1.0 PRELIMINARY DESIGN PHASE:

- 2.1 Notice to Proceed: June 2, 2025
- 2.2 Programming Workshop(s): June 9 – 20, 2025
- 2.3 Program Development: June 23 – July 4, 2025
- 2.4 Submit Final Program for Owner Review: July 8, 2025
- 2.5 Owner Review: July 9 – July 18, 2013

2.0 FINAL DESIGN PHASE:

- 2.1 Notice to Proceed: July 21, 2025
- 2.2 Conceptual Design Charette: July 25, 2025
- 2.2 Conceptual Design: July 28, 2025 – August 8, 2025
- 2.5 Concept Review Meeting: August 10, 2025
- 2.6 Concept Refinement: August 11 – 18, 2025
- 2.7 Submit Final Conceptual Design: August 19, 2025
- 2.8 Owner Review: August 20 – September 1, 2025

3.0 FINAL MASTER PLAN: To be submitted within 30 days after OWNER provides contractor red-lines to CONSULTANT upon completion of construction.



May 23, 2025

Ms. Shannon Marshall
Special Projects Division Manager
City of Broken Arrow
220 South First Street
Broken Arrow, Oklahoma 74012

Re: Broken Arrow Rose District Master Plan Design Services Proposal

Dear Ms. Marshall:

Frankfurt-Short-Bruza Associates, P.C. (FSB) is pleased to provide this proposal for design services for the Master Plan of the Rose District Plaza in Broken Arrow, Oklahoma. The Rose District Plaza is the heart of downtown Broken Arrow—a vibrant, multi-use civic space that blends heritage with community pride. It is our understanding that the City seeks to:

- Reinforce the Rose District as a cultural and economic anchor
- Enhance the functionality and appeal of the Museum and Farmer's Market site
- Create a bold yet implementable master plan package in advance of a bond election
- Integrate community, cultural, and seasonal events such as Rooster Days and winter skating into the programming
- Address infrastructure needs (e.g., burying overhead electrical lines, access upgrades, new restrooms)

This plan will guide the evolution of a site that includes iconic features (grain silo, splash pad, Farmer's Market, museum, etc.), supports a myriad of programming and events.

Scope of Services

FSB proposes the following key phases:

Phase 1: Programming

- Site visits, context analysis, and stakeholder interviews
- Programming workshops with TED, Parks, Maintenance, and City Leadership
- All-day stakeholder charrette to identify project goals, design components, etc.
- Existing conditions documentation, including site survey and utilities review

Phase 2: Conceptual Design

- Visioning workshops and urban design framework
- Integration of event infrastructure (shade, stage, lighting, vendor spaces)
- Evaluation of traffic, pedestrian access, and infrastructure needs
- Visual masterplan package with site plan, axon diagrams, renderings
- Strategy for branding and storytelling ("storybook" style)
- Conceptual programming for Plaza area
- Cost estimate and possible phasing options

Project Roles & Responsibilities

FSB | Design Lead

- Lead overall project management and coordination
- Provide architectural programming and conceptual design
- Placemaking, master plan vision packaging
- Assemble final deliverable package

Kimley Horn | Civil Engineer and Landscape

- Civil engineering and landscape architecture
- Support site design for campus master plan
- Infrastructure assessment and strategy

White & Associates | Cost Estimator

- Develop pricing for finalized Design Concept

Fee Summary

Please note that the proposed fees are based on our current understanding of the project's size and scope, as discussed to date. Should significant changes to the scope or budget arise, we will be happy to revisit the fee structure in collaboration with your team.

Phase	Fee
Phase One: Programming	\$ 24,205
Phase Two: Conceptual Design	\$ 29,633
Total Design Fee	\$ 56,338

Conclusion

We believe this project represents an opportunity to create a space that honors Broken Arrow's legacy while shaping an inviting, vibrant future. Our team is deeply invested in collaborating with the City to define and package a vision that is both bold and buildable.

We hope this proposal meets your expectations, but please feel free to contact us if you have any questions or require additional information. We look forward to your feedback and are prepared to initiate work upon approval.

Let's grow something unforgettable—together.

Sincerely,

FRANKFURT-SHORT-BRUZA ASSOCIATES, P.C.



Ryan Dawson, AIA, NCARB, MBA
Principal

FRANKFURT-SHORT-BRUZA-ASSOCIATES, P.C.
CONSULTANT'S COMPENSATION FOR SERVICES
Hourly Rates Effective April 1, 2025

<u>PROFESSIONAL STAFF</u>	<u>HOURLY RATES</u>
Principal	\$267.00
Project Manager, Senior	\$202.00
Project Manager	\$167.00
Project Coordinator	\$106.00
Mechanical Engineer, Senior	\$172.00
Mechanical Engineer	\$133.00
Mechanical EIT	\$125.00
Mechanical Designer	\$120.00
Plumbing Designer	\$108.00
Architect, Senior	\$192.00
Architect	\$138.00
Architectural Designer	\$120.00
Licensed Interior Designer, Senior	\$198.00
Interior Designer	\$112.00
Structural Engineer, Senior	\$184.00
Structural Engineer	\$148.00
Structural EIT	\$117.00
Structural Designer	\$113.00
Fire Protection Engineer, Senior	\$162.00
Fire Protection Engineer	\$145.00
Fire Protection Designer	\$127.00

FSB ARCHITECTS + ENGINEERS

Electrical Engineer, Senior	\$177.00
Electrical Engineer	\$140.00
Electrical EIT	\$125.00
Electrical Designer	\$123.00
<u>Communication Specialist/RCDD</u>	<u>\$130.00</u>
Construction Representative, Senior	\$188.00
Construction Representative	\$145.00
Specification Writer	\$127.00
Clerical, Senior	\$105.00
Clerical	\$75.00

