City of Broken Arrow

Meeting Agenda

Broken Arrow City Council

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

Tuesday, October 7, 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.	25-24	Approval of the City Council Minutes of September 16, 2025
B.	25-1386	Acceptance of Planning Commission meeting minutes of August 28, 2025
C.	25-1387	Acceptance of Planning Commission meeting minutes of September 11, 2025
D.	25-1393	Approval of the FY 24 audit and authorization to publish a Notice of Availability of Annual Audit for Fiscal Year 2023-2024
E.	25-1433	Approval of and authorization to execute Budget Amendment Number 8 for Fiscal Year 2026
F.	25-1368	Approval of and authorization to execute Resolution No. 1707, a Resolution ratifying, authorizing, affirming approval of and participation in settlements with Purdue Pharma LP, Members of the Sackler Family, Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior, Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals
G.	25-1416	Approval of and authorization to execute Resolution No. 1708, a Resolution confirming the supplementation and publication of the City of Broken Arrow's Code of Ordinances

H.	25-1431	Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 25 financial statements for year ending June 2025
I.	25-1421	Approval of and authorization to execute an engagement letter with Crawford & Associates for fiscal year 2025-2026
J.	25-1380	Approval of and authorization to execute a Promotional License between Ice Challenge Enterprises, LLC and the City of Broken Arrow for the installation and operation of an outdoor holiday ice rink at the Rose District Pavilion
K.	25-1389	Approval of and authorization to execute project supplemental and modification agreement between the Oklahoma Department of Transportation and the City of Broken Arrow for the design of the Broken Arrow: Sidewalk/Sidepath & HAWK Beacons @ Pittsburg Street and Elm Street, Washington Street and Juniper Avenue, and New Orleans Street and Oak Avenue, Project No. TAP-272F(362)IG, J/P No. 35445(04)(05) (Project No. ST22300)
L.	25-1346	Ratification of the Police Department's application and agreement for the FY26 Oklahoma Highway Safety Office (OHSO) Enforcement Grant
M.	25-1347	Ratification of the Police Department's application and agreement for the FY26 Oklahoma Highway Safety Office (OHSO) Motorcycle Grant
N.	25-1273	Approval of and authorization to execute Agreement for Professional Consultant Services with Professional Engineering Consultants, P.A. for the Aspen Avenue Rehabilitation from Kenosha Street to the Broken Arrow Expressway (Project Number ST24190)
O.	25-1335	Approval of and authorization to execute Professional Consultant Agreement with Professional Engineering Consultants, P.A (PEC) for the construction documents of the Field Service Locker Room Renovation (2617120)
P.	25-1396	Approval of and authorization to execute a Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Amateur Basketball Association, Incorporated
Q.	25-1322	Approval of and authorization to declare two (2) Stalker Dual Radars with antennas for surplus and authorize donation to the Tulsa Airport Improvements Trust
R.	25-1353	Approval of and authorization to purchase one (1) ¾ Ton Crew Cab Truck, from Carter Chevrolet, pursuant to the State of Oklahoma contract, category No. 25101507 Item No. 1000009355

S.	25-1341	Approval of and authorization for the purchase and installation of synthetic turf for Vandever Park Playground from Happy Playgrounds, LLC, pursuant of the PlayPower Sourcewell purchasing contract No. 010521 for the Parks Department
T.	25-1354	Approval of and authorization to purchase one (1) 1 ton Service Truck, from Vance Chevrolet, pursuant to the Oklahoma State Contract
U.	25-1424	Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department
V.	25-1403	Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department
W.	25-1405	Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department
X.	25-1357	Approval of and authorization to purchase two hundred (200) tons of raw Portland cement for project ST24270 (209th East Avenue from 101st Street to 111th Street) from Ash Grove
Y.	25-1369	Award of the most advantageous bid No. 26.109 to rebuild the Crawford C-1000P Incinerator to Burnz-Well Inc. for the Broken Arrow Animal Shelter
Z.	25-1334	Approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction Inc., a construction contract for the Portland Cement Concrete Street Repairs Project
AA.	25-1333	Approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction Inc., a construction contract for the Ridgeway Heights Residential Streets Concrete Panel Replacement, a project located northeast of Kenosha Street and Midway Road (Project No. ST24080)
AB.	25-1332	Approval of and authorization to award the lowest responsible bid to Cherokee Pride Construction Inc., and approve the execution of a construction contract for the Bristol Ponds Stormwater Improvements Project (SW25080)
AC.	25-1336	Approval of and authorization to award to the lowest bidder, Grade Line Construction, LLC, a construction contract for the Wedgewood Residential Streets Concrete Panel Replacement, a project located south of West Houston Street and east of South Aspen Avenue (Project No. ST22100)
AD.	25-1397	Approval of and authorization to execute Change Order No. 5 with Ascend Commercial Builders for the Broken Arrow Public Works Field Office Project (2217090)

AE. 25-1382 Approval of and authorization to execute the Change Order No. 1 with Cherokee Pride Construction, Inc. for the Brentwood Drainage Improvements (2453170)

AF. 25-1429 Approval of and authorization to execute Change Order No. 3 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex Fire Department Annex Building project (191711)

AG. 25-1407 Approval of and authorization to execute a construction variance for Eller & Detrich at the Adams Creek Town Center Development

AH. 25-1229 Approval of and authorization to execute Resolution No. 1697, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 1.0 consisting of 8,333 square feet of permanent Right-of-Way and Acceptance of a Utility Easement for Parcel 1.1 consisting of 5,775 square feet of Utility Easement located at 10202 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Michael Graham McGee and Agnes Louise McGee, Trustees of the Michael and Agnes McGee Revocable Trust, dated May 9, 2019, the owner, for the 9th Street widening from New Orleans Street to Washington Street, Parcels 1.0 and 1.1 (Project No. ST23280)

AI. 25-1352 Approval of and authorization to execute Resolution No. 1706 a Resolution authorizing acceptance of a General Warranty Deed for Parcel 18.0, consisting of 1,977 square feet of permanent Right-of-Way located at 4153 South 209th East Avenue in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Aaron Villa for the 37th Street Roadway Widening from Omaha Street to Dearborn Street (Project No. ST21390)

AJ. 25-1381 Approval of a modification to Section 5.1.a.1 of the Land Subdivision Code for 21141 E. 46th Street, 5 acres, 1 lot to 4 lots, RMH (Residential Mobile Home), one-half mile south of Dearborn Street (41st Street), one-quarter mile east of 37th Street (209th E. Avenue)

AK. 25-1331 Approval of BAZ-002232-2025 (Rezoning), 2001 Angus Drive, approximately 0.76 acres, RS (Single Family Residential) to ON (Office Neighborhood), located south of the southeast corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road)

AL. 25-1378 Approval of COMP-002347-2025 (Comprehensive Plan Change), SWC Kenosha & Oneta, 7.5 acres, Level 4 to Level 6, located at the southwest corner of Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)

AM. 25-1376 Approval of PT-002389-2025|PR-000234-2023, Conditional Final Plat, The Cottages at Battle Creek East, approximately 20.45 acres, 89 Lots, CG (Commercial General)/PUD (Planned Unit Development) 94 to RS-P (Single Family Residential - Preservation)/PUD-94Y via BAZ-2087, located one-quarter mile north of Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue)

AN. 25-1377 Approval of SP-002329-2025 (Specific Use Permit), Kenosha and County Line Cell Tower, 8.16 acres, CH (Commercial Heavy), northwest corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road)

AO. 25-1373 Acceptance of a Temporary Construction Easement for Parcel 1.A, consisting of 45,545 square feet, located on the east side of Millicent Pond II, south of West Houston Street and east of South Olive Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 16, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Kyle E. Hunt, Co-Trustee of the Kyle E. & Rebecca Carol Hunt Revocable Trust, DTD. August 4, 2004, for the Millicent Pond II Drainage Improvements, Parcel 1.A (Project No. SW26120)

AP. 25-1418 Acceptance of a Temporary Construction Easement for Parcel 16.1, consisting of 1,730 square feet, located at 4455 South 209th East Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Mary Than, as Trustee of The Mary Than Living Trust, U/A dated June 1, 2024, and authorization of payment in the amount of $300.00 for the 37th Street Roadway Widening from Omaha St to Dearborn St, Parcel 16.1 (Project No. ST21390)

AQ. 25-1355 Acceptance of a Temporary Construction Easement for Parcel 26.A, consisting of 836 square feet, located at 2401 South 9th Street in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Oklahoma Military Department for the 9th Street Roadway Improvements- New Orleans Street to Washington Street, Parcel 26.A (Project No. ST23280)

AR. 25-1398 Acceptance of a Utility Easement from Margaret Couch Scraper, on property located on the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002391-2025)

AS. 25-1399 Acceptance of a Utility Easement from Eagle 1 Investments by Dave Cocolin, on property located one-sixth mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E Avenue / County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002234-2025)

AT. 25-1400 Acceptance of a Utility Easement from Eagle 1 Investments by Dave Cocolin, on property located one-sixth mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E Avenue / County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002235-2025)

AU. 25-1232 Acceptance of a Utility Easement for Parcel 5.1 consisting of 2,310 square feet of Utility Easement located at 10132 South 177th East Avenue in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Rose Graham Properties, LLC, an Oklahoma limited liability company, the owner, for the 9th Street widening from New Orleans Street to Washington Street, Parcel 5.1 (Project No. ST23280)

AV. 25-1419 Acceptance of a Utility Easement for Parcel 27, consisting of 2,128.48 square feet of property located at 9625 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from Jessica Cheyenne Cantwell and Colton Blake Cantwell, and authorization of payment in the amount of $8,490.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcel 27.0 (Project No. 2154250)

AW. 25-1390 Ratification of the Claims List Check Register Dated September 29, 2025

6. Consideration of Items Removed from Consent Agenda

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

A. 25-1394 Presentation, discussion, and appointment of and swearing in of the Youth City Council members for the school year 2025-2026

B. 25-1401 Approval of and authorization for the Mayor to execute a proclamation declaring the month of October 2025 as “Manufacturing Month”

C. 25-277 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. 25-1338 Consideration, discussion, and possible approval of and authorization to award the lowest responsible bid to Myers-Cherry Construction, LLC, and approve and authorize execution of construction contract for Operations Center Administration Building Project (Project No. 2317210)

B. 25-1337 Consideration, discussion, and possible approval of and authorization to award the lowest responsible bid to Builders Unlimited, Inc., and approve and authorize execution of construction contract for Parks Maintenance Building Events Park Project (Project No. 2590140)

C. 25-1344 Consideration, discussion, and possible approval of the nomination and appointment of a City Councilor to the Visit Broken Arrow Board for a term expiring September 30, 2027

10. Preview Ordinances

A. 25-1425 Consideration, discussion and possible preview of Ordinance No. 3894, an amendment to Broken Arrow Code of Ordinances Section 7-12 to align mobile food vendor regulations with state law by recognizing state licenses, setting a five-business-day local recognition period, permitting limited residential operation, adopting an all-weather surface requirement, and updating related fees, inspections, and safety provisions; and declaring an emergency

11. Ordinances

A. 25-1410 Consideration, discussion, and possible adoption of Ordinance No. 3884, an ordinance amending the Broken Arrow Code of Ordinances Appendix A - Zoning Ordinance, Section 5 - Signs, regarding off-premises signs on City-owned property, and declaring an emergency

B. 25-1411 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3884; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

C. 25-1427 Consideration, discussion and possible adoption of Ordinance No. 3888, An Ordinance amending the Broken Arrow Code of Ordinances, Chapter 16 - Offenses-Miscellaneous, Article II - Offenses Against Public Authority, creating Section 16-50, to make it unlawful to activate or attempt to activate an outdoor warning siren without proper authorization; providing for definitions, penalties, and exemptions; and declaring an emergency

D. 25-1428 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3888; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

12. Remarks and Inquiries by Governing Body Members

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

14. Executive Session - NONE

15. Adjournment

NOTICE:

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

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

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

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

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

A paper copy of this agenda is available upon request.

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

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 25-24, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of the City Council Minutes of September 16, 2025

Background:
Minutes recorded for the City Council Meeting.

Cost:	**Approximately** $163
Funding Source:	City Clerk Operational Fund
Requested By:	City Clerk's Office
Approved By:	City Manager's Office
Attachments:	September 16, 2025 City Council Minutes

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

City of Broken Arrow

Minutes

City Council Meeting

City Hall
220 S 1st Street
Broken Arrow OK
74012

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

Tuesday, September 16, 2025 **Time 6:30 p.m.** **Council Chambers**

1. Call to Order

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

2. Invocation

Pastor Anita Manganaro led the Invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Council Member David Pickel.

5. Consideration of Consent Agenda

A. 25-23 **Approval of the City Council Minutes of September 2, 2025**

B. 25-1318 **Approval of the City Council Special Minutes of September 2, 2025**

C. 25-1323 **Acceptance of Planning Commission meeting minutes of July 24, 2025**

D. 25-1329 **Approval of and authorization to execute Budget Amendment Number 5 for Fiscal Year 2026**

E. 25-1274 **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**

F. 25-1267 **Approval of and authorization to execute State of Oklahoma Department of Transportation (ODOT) Supplemental and Modification Agreement No. 1 Project Maintenance, Financing, and Right Of Way Agreement for the 23rd Street (193rd East Avenue) Widening from Albany Street (61st Street South) to Omaha Street (51st Street South), Project Number J3 6448(004)IG, J/P 36448(04) (Project Numbers ST1931 and ST1932) and authorization to pay Oklahoma Department of Transportation Invoice**

G. 25-1270 **Approval of PT 002332 2025|PR 000774 2024, Conditional Final Plat, Tiger Crossing, approximately 17.66 acres, 9 Lots, AG (Agricultural) to CG (Commercial General) and CM (Community Mixed Use)/PUD (Planned Unit Development) 001845 2024 via BAZ 001851 2024, located at the northwest corner of Albany Street (61st Street) and 23rd Street (193rd E. Avenue/County Line Road)**

H. 25-1277 **Approval of and authorization to purchase eight (8) 2026 Chevy Tahoe Police Pursuit Vehicles from John Vance Fleet Services, pursuant to the Oklahoma Statewide Vehicle Contract #1000009315**

I. 25-1283 **Approval of and authorization to purchase two 2025 Ford F150 Responder Pickups from Vance Ford, pursuant to the Oklahoma Statewide Vehicle Contract #1000009315**

J. 25-1284 **Approval of and authorization to purchase one 2025 Chevy Traverse from Vance Chevrolet, pursuant to the Oklahoma Statewide Vehicle Contract #1000009315**

K. 25-1285 **Approval of and authorization to purchase seven 2026 Ford Explorer Police Pursuit Vehicles from Vance Country Ford, pursuant to the Oklahoma Statewide Vehicle Contract #1000009315**

L. 25-1288 **Approval of and authorization to execute all necessary documents with Blue Cross Blue Shield (BCBS of Oklahoma) to provide medical insurance network and third-party administration services, including adoption of the Plan Document and Summary Plan Description, effective January 1, 2026**

M. 25-1289 **Approval of and authorization to execute necessary documents with VSP to provide fully insured services for employee vision benefits to be effective January 1, 2026**

N. 25-1290 **Approval of and authorization to execute a renewal with MetLife to provide basic life, accidental death and dismemberment (AD&D), and long-term disability (LTD)**

insurance to eligible city employees to be effective January 1, 2026

O. 25-1292 Approval of and authorization to purchase one (1) 2026 Chevy Blazer EV Police Pursuit Vehicle from John Vance Fleet Services, pursuant to the Oklahoma Statewide Vehicle Contract #1000009315

P. 25-1293 Approval of and authorization to execute a renewal with MetLife to provide voluntary life, accidental death and dismemberment (AD&D), and short-term disability insurance to City employees effective January 1, 2026

Q. 25-1298 Approval of and authorization to renew Datto Backupify storage agreement

R. 25-1299 Approval of and authorization to execute an agreement with Colonial Life to offer Accident, Cancer/Critical Illness, and Hospital Indemnity to all City employees

S. 25-1301 Approval of and authorization to purchase annual maintenance for Compellent Storage and Cisco Network Hardware through Park Place Technologies

T. 25-1303 Approval of and authorization to execute the Windstream Agreement to provide connectivity for the RTIC intersection cameras

U. 25-1309 Approval of and authorization to execute a renewal with Ameritas to provide network and administrative services for dental claims to be effective January 1, 2026

V. 25-1295 Approval of and authorization to execute Resolution No. 1701, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 5.0, consisting of 7,751 square feet of permanent Right of Way located at 20951 East 49th Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Jose Avelar Lara and Francisca Velazquez, the owners, and authorization of payment in the amount of $12,960.00 for the 37th Street Roadway Widening from Omaha Street to Dearborn Street. (Project No. ST21390)

W. 25-1311 Approval of and authorization to execute Resolution No. 1704, a Resolution of the Broken Arrow City Council amending the Fiscal Year 2026 Manual of Fees, establishing fees charged by the City of Broken Arrow; authorizing the periodic adjustment and waiver of fees by the City Manager; providing an effective date of October 1, 2025

X. 25-1313 Approval of and authorization to execute Resolution No. 1705 a Resolution authorizing acceptance of a General Warranty Deed for Parcel 14.0, which consists of 1,516 square feet of permanent Right of Way, located at 8200 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Middle America Steel Services, Inc., an Oklahoma Corporation, for the 9th Street widening from Houston Street to Washington Street, Parcel 14.0 (Project No. ST2027)

Y. 25-1275 Approval of and authorization to execute Amendment No. 1 to the Agreement for Professional Consulting Services with Freese and Nichols for the design plans to mitigate erosion along Adams Creek adjacent to the Preserve Park Regional Detention Pond

Z. 25-1272 Approval of and authorization to execute Amendment Number 3 to Agreement for Professional Consulting Services with Freese and Nichols, Inc. for the Houston Street Widening from 9th Street to Old Highway 51 (ST1926)

AA. 25-1271 Approval of and authorization to execute Amendment 1 to the Agreement for Professional Consultant Services with BKL, Inc. for the Innovation District Infrastructure Improvements project (2352100)

AB. 25-1308 Ratification of the Claims List Check Register Dated September 08, 2025

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Consent Agenda
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

6. Consideration of Items Removed from Consent Agenda

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

A. 25-1281 Presentation of the Muscogee Nation Flag to be displayed at city facilities, in accordance with Ordinance No. 3890

City Manager Michael Spurgeon invited Council Member Lisa Ford to share remarks about how the idea being celebrated originated, noting her role in bringing it forward. He expressed his excitement and said that after her comments, the ceremony would begin, with representatives from the Muscogee Creek Nation present and the Mayor ready to introduce them.

Council Member Lisa Ford explained that the idea to fly the Muscogee Creek Nation flag came after serving on an Oklahoma Municipal League panel, where tribal leaders emphasized partnership. She noted that Broken Arrow has long had a collaborative relationship with the Nation through efforts like the mural and Mission 22 statues, and she felt it was fitting to honor that by flying both the U.S. and Muscogee Creek Nation flags. Ford expressed pride that Broken Arrow would be the first city in Oklahoma to do so, playfully acknowledging competition with nearby Bixby, and shared her excitement that the

Council supported the effort and that the process had finally come together.

The City of Broken Arrow held a historic ceremony to formally begin flying the Muscogee Creek Nation flag alongside the U.S. flag. Mayor Wimpee and Councilor Ford highlighted the city's growing partnership with the Nation, recalling recent joint meetings and collaborative projects such as murals and statues. Council Member Ford explained that the initiative stemmed from her experience at an Oklahoma Municipal League event and her desire to recognize Broken Arrow's location on Muscogee land.

Mayor Debra Wimpee introduced tribal leaders in attendance, including Chief David Hill, Speaker Randall Hicks, and Secretary of Culture and Humanities Raelynn Butler. Chief Hill emphasized the honor of partnership and working together for mutual growth, while Speaker Hicks presented the flag and underscored unity across communities. Butler delivered a land acknowledgement prepared by the Nation, recognizing the Indigenous tribes originally inhabiting the area, the historical forced removal of the Muscogee people, and the city's roots in the Muscogee tribal town of Broken Arrow.

The ceremony concluded with photo opportunities, recognition of the Daughters of the American Revolution in connection with Constitution Week, and acknowledgments of guests, including Glenpool Mayor Joyce Calvert, recently honored as the Oklahoma Municipal League's Woman of the Year. The event celebrated both historical respect and contemporary collaboration between Broken Arrow and the Muscogee Creek Nation.

B. 25-1269 Presentation of and authorization to execute a Proclamation declaring the week of September 15 21, 2025, as Constitution Week

Mayor Debra Wimpee presented Item 25-1269, a proclamation declaring September 15–21, 2025, as Constitution Week in Broken Arrow. The declaration recognizes the U.S. Constitution as the foundation of liberty and the rule of law, notes the 238th anniversary of its framing on September 17, 1787, and cites Public Law 915 requiring annual observance. Mayor Debra Wimpee formally proclaimed the week and urged citizens to reaffirm the framers' ideals by safeguarding constitutional freedoms, affixing her signature and the city seal on September 16, 2025. The council then moved to approve the proclamation.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 25-1269, authorization to execute a Proclamation declaring the week of September 15 21, 2025, as Constitution Week
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

C. 25-1305 Presentation of and authorization to execute a Proclamation declaring the week of September 22 – 28, 2025, as Gold Star Families Remembrance Week in Broken Arrow, Oklahoma

Mayor Debra Wimpee presented Item 25-1305, proclaiming September 22–28, 2025, as Gold Star Families Remembrance Week in Broken Arrow, Oklahoma. She emphasized honoring the sacrifices of families who have lost loved ones in military service, noting the presence of a Gold Star family, the Kuhns, at the ceremony. The proclamation recognizes the burden borne by service members and their families in defending the nation, highlights their selfless example as an inspiration to others, and encourages citizens to observe the week through acts of service and goodwill in honor of these families. The proclamation was formally signed and dated September 16, 2025.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Item 25-1305, authorization to execute a Proclamation declaring the week of September 22 – 28, 2025, as Gold Star Families Remembrance Week in Broken Arrow, Oklahoma
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

D. 25-1282 Presentation of and authorization to execute a Proclamation declaring September 16, 2025, as Metropolitan Environmental Trust Day, in the City of Broken Arrow, and encourage our citizens to participate in activities such as recycling, reducing, reusing, as a commitment to our community and the planet

Jerry Schuber, Solid Waste and Recycling Director, presented Item 25-1282. The city celebrated the 25th anniversary of its MET (Metropolitan Environmental Trust) recycling center, recognizing it as one of the most successful in the system. Over the past 25 years, the MET has collected about 33 million pounds of recyclable materials, including 7.5 million pounds of cardboard, 2.5 million pounds of plastic, and 9.3 million pounds of mixed paper. The program's success is credited to citizen participation and the dedication of staff and council members such as Lisa Ford. To mark the milestone, the facility has been cleaned,

repainted, landscaped, and updated with a new sign and banner. The recognition was framed as a community-wide achievement, with thanks extended to residents for their ongoing commitment to recycling.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Item 25-1282, authorization to execute a Proclamation declaring September 16, 2025, as Metropolitan Environmental Trust Day, in the City of Broken Arrow, and encourage our citizens to participate in activities such as recycling, reducing, reusing, as a commitment to our community and the planet
The motion carried by the following vote:

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

E. 25-1140 Presentation and annual update by Metronet

City Manager Michael Spurgeon presented Item 25-1140. MetroNet representative Shana Brockett will brief the governing body on the company's progress in deploying services within the community, following an earlier promise to provide an update in late summer or early fall. She was introduced to share positive developments on how the rollout is going.

MetroNet's City Relations Manager, Shana Brockett, reported that since beginning work in Broken Arrow in July 2024, the company has invested $35 million to deliver a 100% high-speed fiber optic network. Over the past year, more than 10,000 homes have been passed, with 730,000 feet of underground and 8,000 feet of aerial line installed, and an estimated 12–14 months remain on the project. Customer service metrics show over 700 tickets completed, a 4.8 out of 5 installation rating from 571 surveys, and a 97% on-time arrival rate. Power has now been connected to MetroNet's central hut, which feeds four service rings. Residents are notified of upcoming construction through a mailed letter, postcard, door hangers, and neighborhood signage. A construction website enables residents to submit tickets for issues like sprinkler systems or restoration, achieving a 99% response rate within 24 hours. Restoration is typically completed within 24–48 hours, with sites left level and ready for regular yard maintenance.

F. 25-1325 Presentation and discussion of upcoming micro survey about a potential 8th proposition on the April 2026 ballot

Aaron McColloch, Director of Communications, presented Item 25-1325, a preview of a microsurvey regarding a possible eighth proposition, and turned the floor over to City Manager Michael Spurgeon, who would provide background information to explain the proposal before presenting the survey itself.

City Manager Michael Spurgeon outlined the background for a potential eighth proposition in the April 2026 general obligation bond initiative, which is currently estimated at $400 million in capital projects without raising the property tax rate. While $1 billion in needs were identified, the package has been reduced to $600 million, with further cuts required. Existing propositions cover transportation, public safety, parks and recreation, facilities, stormwater, drainage, and possibly the South Broken Arrow Library.

The proposed eighth proposition would address $52 million in improvements to sports facilities, including soccer, baseball, football, lacrosse, fast-pitch, and slow-pitch softball, as well as infrastructure at Indian Springs Sports Complex. City Manager Spurgeon emphasized that Broken Arrow has lost ground to other cities in attracting youth sports tournaments due to outdated facilities lacking turf, lighting, and modern amenities, which impacts both recreation and economic development.

Unlike the property-tax-backed bond, this proposition would be funded by a temporary five-year sales tax dedicated exclusively to sports upgrades, with a sunset clause. City Manager Spurgeon noted that the current park's allocation of about $55 million leaves little for neighborhood park upgrades after a new community center is built, making additional investment necessary. He framed the initiative as both vital to the community's quality of life and an economic boost through tournaments and tourism. A draft microsurvey was prepared to gauge residents' support, which the council would review through a short presentation.

Mr. McColloch explained that the proposed microsurvey on the potential eighth proposition would be short and modeled after the earlier South Broken Arrow Library survey. It would include an introduction summarizing the plan for a temporary half-cent sales tax increase, dedicated to $52 million in sports facility improvements, with a five-year sunset and immediate project initiation if approved. The survey's main question will ask respondents to support or oppose the tax, followed by three demographic questions on age, voter status, and whether children under 17 live in the household. The survey is set to launch on September 22 and run for three weeks, aligning with the final public forum on September 25, with results presented to the council at its second October meeting.

Council Member Lisa Ford emphasized the need for voters to see tangible results from an eighth proposition on the ballot within a short timeframe. City Manager Spurgeon confirmed this, explaining that if approved by voters, the city could borrow the full $52 million upfront, allowing all sports facility upgrades to be designed simultaneously within a year, bid out, and constructed over another one to one and a half years. The total process would take about three years, enabling the children of supporting parents to benefit quickly.

He contrasted this with including the improvements in the main bond package, where funding would be spread out over multiple years to maintain a stable tax rate, forcing the city to prioritize which sports facilities to upgrade first. The dedicated sales tax proposition would accelerate delivery, expand overall funding capacity, and support both a new community center and sports facilities.

City Manager Spurgeon noted that sports organizations have pledged to help mobilize support and educate their members ahead of the April 2026 election. Council also clarified that most propositions, including the potential eighth, would pass with a simple majority of 50.1%, except drainage, which requires 60%.

Brad Gordon, president of Broken Arrow Adult Softball and operator of the Challenger Sports Complex, voiced strong support for the proposed eighth proposition. He highlighted that while Challenger's new turf fields have been well received, the aging Indian Springs fields lag, and players dislike returning to dirt surfaces. Mr. Gordon reflected on the long delays in getting Challenger built, noting it took from early discussions in the mid-2000s until 2021 to open, underscoring the need for faster upgrades.

Mr. Gordon warned that Broken Arrow risks falling behind other communities, as places like Northwest Arkansas, Tahlequah, Choctaw, and Midwest City now have modern turf facilities that attract tournaments regardless of weather. Upgrading facilities would not only benefit local sports organizations but also strengthen Broken Arrow's identity as a sports town, drawing tournaments that support restaurants, hotels, and the broader economy. Mr. Gordon emphasized that Indian Springs, now decades old, urgently needs significant investment to stay competitive and serve both youth and adult athletes.

Tammy Seale, representing Broken Arrow Girls Fast Pitch Softball, spoke in full support of the proposed sports facility improvements, echoing earlier comments on the need for modernization. A resident of Broken Arrow for over 35 years, she raised three daughters who played locally and now has three granddaughters starting in the sport. She emphasized wanting to give them strong opportunities without having to leave town for tournaments.

Ms. Seale stressed that turf fields are critical, as frequent rainouts this spring canceled not only tournaments but also local league games. She highlighted safety concerns and the need for upgraded lighting and facilities. Parents, she noted, are eager for improvements and strongly supportive. Beyond serving local youth, she highlighted the economic and promotional benefits, noting that Broken Arrow is well-positioned to host larger fast-pitch events, particularly as Oklahoma City prepares to host the Olympics in a few years. Modernized facilities could make Broken Arrow a showcase destination for softball and broader sports tourism.

Chad Lott, president of Broken Arrow Youth Sports and executive director of Indian Nations Youth Sports, spoke in support of the proposed improvements, representing youth football, cheerleading, and lacrosse. He emphasized that Broken Arrow's user group model, which partners closely with the city, has allowed local leaders to expand programs and attract outside tournaments, making youth sports one of the city's top drivers of sales tax revenue.

Mr. Lott praised Nienhuis Park as a jewel that already draws teams statewide. Still, he said upgrades are needed to keep Broken Arrow competitive and transform it into a premier Midwest destination rather than just a stop between larger markets like Dallas and Kansas City. He noted that input from regional and national lacrosse groups helped shape improvement requests and argued that investments in facilities benefit both local children and the city's economy by fueling hotels, restaurants, and retailers. He closed by thanking city leaders for recognizing the importance of balancing community needs with regional opportunities.

Kevin Lemaster, second vice president and field manager for the soccer club, highlighted that the most significant need at Indian Springs is additional lighting. Out of 38 soccer fields, only 19 are lit, which severely limits tournament capacity—especially in the fall, when shorter daylight in November cuts available field time in half. This constraint reduces the number of teams and games that can be hosted on weekends. While turf fields are beneficial, particularly for lowering rain delays, Lemaster stressed that expanding lighting is the top priority to support larger tournaments and maximize the facility's use.

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

Move to Approve Item 25-1325, a micro survey about a potential 8th proposition on the April 2026 ballot
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

G. 25-276 Update on the 2026 General Obligation Bond Package

City Manager Michael Spurgeon closed the discussion on the potential eighth proposition by noting appreciation for the Council's consideration and shifting focus to the final public forum on the 2026 bond package. Scheduled for September 25 at South Broken Arrow Baptist Church near 131st and Elm, the forum is expected to draw strong participation, as the area had the largest turnout in 2018. He praised staff members Shannon Marshall, Charlie Bright, and the engineering team, along with consultants, for their work in preparing the package. He encouraged residents to attend and provide input as the city narrows its list of projects from about $600 million to $400 million, emphasizing the importance of community engagement in shaping the bond initiative.

8. Citizens' Opportunity to Address the Council on General Topics Related to City Business or Services (No action may be taken on matters under this item) - NONE

9. General Council Business

A. 25-1307 Consideration, discussion, and possible approval of Resolution 1703, 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 2025B 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

Cindy Arnold, Director of Finance, presented Item 25-1307, a Resolution 1703 authorizing the Broken Arrow Municipal Authority to refinance a 2015 FAP loan by issuing the 2025B bond series, not to exceed $6.28 million. The refinancing will generate a net present value savings of about $130,000, with total future savings of around $490,000, and will shorten the repayment term by one year. Staff recommended approval, with John available to answer questions.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 25-1307, Resolution 1703, 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 2025B 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: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 25-1326 Consideration, discussion, and possible termination of Contract Number ST23310 with Ellis Concrete Construction, LLC on the Meadow Heights Concrete Panel Replacement and Repair

Charlie Bright, Director of Engineering and Construction, presented Item 25-1326, a brief to the council on serious problems with a contractor handling two residential rehab projects, including Meadow Heights. He explained that the requested vote was only to authorize beginning the termination process, not an immediate cancellation. If approved, the city would notify the contractor of its intent, allow them time to provide assurances and corrective action, and if unsatisfied, proceed with formal termination and surety bond procedures.

Mr. Bright detailed repeated issues: the contractor admitted to not reading the contract thoroughly before bidding; failed to compact dirt properly, leading to premature pavement cracking; lacked required on-site supervision; performed poor-quality work with jagged cuts and no form boards; and consistently delayed progress while disputing payment terms, including improper demands for compensation to pump rainwater. The breaking point came when the contractor refused to restore resident access to homes unless paid on its own terms, directly violating the contract. After finding them continuing to block access and tear up new driveways, Mr. Bright issued a stop-work order. He noted that the contractor has a representative present who wishes to speak, and the staff has scheduled a meeting for the next morning to determine if the firm can provide assurances before final action is taken.

Council members expressed intense frustration over the contractor's poor performance and treatment of residents, with several noting citizen complaints about blocked driveways, equipment left in place, and shoddy work. Some felt the city had already given the contractor too many chances, pointing out that Bright's team had to step in with city crews to restore

resident access after issuing a stop-work order.

Mr. Bright confirmed repeated problems: the contractor blamed the city for nonpayment despite all valid invoices being paid, failed to compact properly, and left behind defective work that may need to be redone. He explained that while termination authority would allow the city to start the process, the contractor must still be given the legal opportunity to correct deficiencies or provide assurances. Any city work performed to restore access would be deducted from the contractor's payment.

Council members emphasized their disappointment, noting that past neighborhood rehab projects had been well executed and that it was troubling to now receive complaints. Before moving further, the council agreed to hear from the contractor's representative to give them an opportunity to respond.

Amber Wells, Director of Operations for Ellis Concrete, defended the company's record and intentions, emphasizing its work with major clients like Amazon and American Airlines without prior issues. She stated that Ellis values integrity and does not want to leave behind substandard work, noting they keep extensive records, including photos and daily logs, to support their case.

She addressed the incident where residents were allegedly blocked from their driveways, explaining that concrete trucks require prepped space to pour properly. According to her, the city inspector canceled a car en route, which created additional problems, but Ellis has documentation of the situation. Wells argued that the subgrade conditions in the neighborhoods are poor, but said Ellis has been conducting proper density tests to meet specifications.

Ms. Wells expressed frustration with inconsistent communication, citing conflicting verbal directives from city staff that made it difficult to proceed. She emphasized that Ellis requires clear written instructions to prevent misunderstandings and assured that the company is committed to completing projects effectively. Ms. Wells closed by saying Ellis cares deeply about Broken Arrow and its residents, acknowledging the conflict but affirming they are "fighting for the city" and looking forward to resolving issues in the scheduled meeting with staff.

Mr. Bright clarified that while Ellis Concrete disputed the city's claims, the official record includes extensive documentation—over 200 pages of emails, reports, and photos—supporting the city's concerns. They emphasized this meeting was not the venue to debate those details, which will instead be addressed in negotiations and legal processes.

City Manager Spurgeon noted that Ellis's direct outreach to him was an attempt to bypass the proper chain of communication and confirmed that residents had indeed been blocked from their driveways, which was unacceptable and required city crews to intervene. He expressed hope that the scheduled meeting with Ellis could resolve matters, but reiterated confidence in the staff's handling of the issue.

Council member Justin Green voiced support for allowing the contractor the chance to present assurances under the termination process rather than making a "knee-jerk" decision. Mr. Bright explained that the timing of the stop-work order and preparation of termination documents did not allow a meeting before the council session. By voting now to authorize a notice of intent to terminate, the city would initiate the formal process, which legally gives the contractor an opportunity to provide satisfactory assurances and attempt to remedy the situation.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve the start the process of termination of Contract Number ST23310 with Ellis Concrete Construction, LLC on the Meadow Heights Concrete Panel Replacement and Repair
The motion carried by the following vote:

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

C. 25-1327 **Consideration, discussion, and possible termination of Contract Number ST23300 with Ellis Concrete Construction, LLC on the Brentwood Concrete Panel Replacement and Repair**

Charlie Bright, Director of Engineering and Construction, presented Item 25-1327, a second contract with Ellis Concrete, this one for work in the Brentwood neighborhood. He explained that the issues mirror those in Meadow Heights, including quality concerns, delays, and contract disputes. The vote under consideration would authorize the same termination process as before.

Amber Wells, Director of Operations for Ellis Concrete, explained that confusion on the

Brentwood contract began at the pre-construction meeting. She said the company was told the project would be managed the same way as Meadow Heights, with "quantities installed equal to quantities paid." However, once work began, a different inspector applied different practices, leading to inconsistencies and disputes. Wells said this shift in expectations created confusion and contributed to the problems that later developed on the project.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve the start the process of termination of Contract Number ST23300 with Ellis Concrete Construction, LLC, on the Brentwood Concrete Panel Replacement and Repair
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

D. 25-1317 **Consideration, discussion, and possible approval of the FY'26 marketing services contract with InHouse Advertising**

Makala Barton, Tourism Manager, presented Item 25-1317, the proposed fiscal year 2026 marketing contract, expressing gratitude for the chance to work on community initiatives and highlighting appreciation for colleagues. Since 2023, Visit Broken Arrow has partnered with InHouse, its first third-party marketing firm, which has elevated the city's branding and professional image. The new contract outlines estimated allocations for upcoming projects, including about $12,500 for Bullseye-specific marketing, funding for the quarterly guide, general branding, and a significant emphasis on Christmas promotion, which accounts for more than a third of the budget. The allocations are flexible to accommodate adjustments once the strategic plan is finalized in the coming months. Ms. Barton requested council approval to continue with InHouse, noting that the Visit Broken Arrow Board had already endorsed the contract.

Council members discussed and praised Visit Broken Arrow's proposed FY2026 marketing contract and related initiatives. The team noted strong results from current campaigns, with Bullseye branding visible across media, wrapped vehicles, and even featured during a Tulsa International Airport news segment. Plans include expanding Bullseye ads to the Southwest Airlines baggage claim area, which would be covered under the existing marketing budget.

Mayor Wimpee reiterated her idea of incorporating Broken Arrow native Ralph Blaine, composer of "Have Yourself a Merry Little Christmas," into holiday promotions, and Councilor Ford confirmed the topic is scheduled for board discussion. Members playfully debated the early arrival of Christmas marketing, with some embracing it and others resisting.

The conversation also highlighted Broken Arrow's growing film industry presence, noting the city's first movie generated around $1 million in economic impact, with more projects being discussed. Visit BA's podcast received recognition for quality and reach, with council members requesting future appearances. Council expressed overall enthusiasm for the marketing strategy, commended the work of staff, and moved toward approving continuation of the In-House marketing partnership.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve the FY'26 marketing services contract with InHouse Advertising
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

E. 25-1320 **Consideration, discussion, and possible approval of four nominations and reappointments and one new nomination and appointment to the Visit Broken Arrow (VBA) board, with terms expiring September 30, 2027**

Makala Barton, Tourism Manager, presented Item 25-1320, a review of upcoming reappointments for the Visit Broken Arrow Board. Of the nine seats, five were up this cycle. Four reappointments were proposed: Brian Dean, Tommy Yardy, Trevor Swanson, and Kathy Muskrat, each recognized for strong input and attendance. Three of these reappointments are Mayor Wimpee's selections, while one is Vice Mayor Parks's appointment.

A new nomination was also introduced: Sarah Lopp, owner of Funktified in the Rose District. Her boutique is known for its disco-inspired style and has become a regional destination, drawing visitors from multiple states—even as far away as Indiana. Lopp's entrepreneurial background includes founding Money Saving Queen, a platform with millions of monthly users and national media coverage, as well as managing ventures ranging from a produce co-op to turning around a semi-trailer repair business. With her track record of attracting visitors and fostering community growth, she was praised as a valuable addition to the board, expected to bring both creativity and economic insight.
Sarah Lopp shared her enthusiasm for joining the Visit Broken Arrow Tourism Board, noting how her store, Funktified, unexpectedly became involved in a recent movie filmed in Broken

Arrow. The production team selected props, wardrobe pieces, and even a booth from her shop, which appear in the film, and she described the experience of seeing her store's items on set as both exciting and surreal.

She explained that Funktified was intentionally designed as a destination store, and she's proud that it now attracts visitors from across the country, whether flying in or even riding motorcycles long distances to shop there. Alongside Funktified, she and her husband also run Funky Brims, a hat line that complements the boutique. Lopp described both ventures as creative midlife pursuits—hers with a bright, disco-inspired shop and his with stylish hats that have grown into a unique and successful draw for Broken Arrow's tourism and retail scene.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve four nominations and reappointments, and one new nomination and appointment to the Visit Broken Arrow (VBA) board, with terms expiring September 30, 2027
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

10. Preview Ordinances - NONE

11. Ordinances- NONE

12. Remarks and Inquiries by Governing Body Members

Mayor Wimpee highlighted upcoming community events, including Chalk It Up and the Rose Festival over the weekend, Rose Kites Over Broken Arrow on Sunday, and the "Pretty Good at Drinking Beer and Barbecue" festival before the next council meeting. She noted she would be granting a wish to a veteran during that event.

The meeting then shifted to recognition of City Manager Michael Spurgeon for his 10 years of service. Mayor Wimpee presented him with a plaque praising his leadership, vision, and commitment to Broken Arrow, while employees gifted him a box filled with hundreds of personal notes. She expressed gratitude for his partnership and emphasized his importance to the city's success.

Representative Ross Ford followed with a formal citation from the Oklahoma House of Representatives, commending City Manager Spurgeon for guiding Broken Arrow through a decade of growth, overseeing the $210 million bond package, revitalizing key districts, fostering public-private partnerships, and increasing the city's net assets by 83%. He also highlighted Spurgeon's numerous professional awards.

Council members offered their own remarks. Vice Mayor Parks reflected on the city's deep ties with the Muscogee Creek Nation and the honor of partnership. Council Member Justin Green reported on the Oklahoma Municipal League Annual Conference, praising the learning opportunities and noting that Broken Arrow staff are regarded statewide as exemplary. Council member Lisa Ford added that many vendors at the conference praised Broken Arrow's staff by name, underscoring the city's strong reputation.

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

City Manager Michael Spurgeon closed with reflections and acknowledgments. He praised the record-setting Oklahoma Municipal League Conference for its energy and impact, thanking Mike Fina, the Board of Directors, and highlighting Mayor Joyce Calvert's recognition in the Hall of Fame. He expressed appreciation to local sports organizations, such as Travis Kelly and his family, for their commitment to the community and for supporting the upcoming survey on the proposed eighth bond proposition.

City Manager Spurgeon recognized John Wolf, the city's longtime financial advisor, for his decades of guidance and steady support in helping staff and council make sound fiscal decisions. He also shared a personal note, recalling how he first applied to be Broken Arrow's city manager in 2004 but was not selected, and how he believes that delay allowed him to be fully ready when he assumed the role 11 years later. Marking his tenth anniversary, he said the role still feels fresh and fulfilling, emphasizing how much progress has been achieved and how much lies ahead.

He highlighted the strong collaboration between city leadership, the chamber, and the school district, praising Superintendent Chuck Perry for raising Broken Arrow Public Schools to a new level, as evidenced by the energy and excitement at recent ribbon cuttings. Looking ahead to the April 2026 bond election, City Manager Spurgeon emphasized the need for continued teamwork and public engagement. He ended by thanking the council, directors, staff, and

especially employees who contributed to the box of heartfelt notes, which he said he eagerly anticipates reading**.**

At approximately 8:26 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 Justin Green, seconded by Johnnie Parks
Move for a recess for BAMA and BAEDA
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

At approximately 8:39 p.m., the room was cleared for Executive Session.

MOTION: A motion was made by Justin Green, seconded by Debra Wimpee
Move to clear the room for Executive Session
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to enter Executive Session
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

At approximately 8:43 p.m. City Council entered into Executive Session.

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

1. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Steven and Karen Holman, Tort Claim No. TRT 1720.2026, 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 Lisa Ford
Move to dent the tort claim of Steven and Karen Holman
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

2. Litigation, including potential resolution and settlement, of matters involving the worker's compensation claim of Michael G. Reiss, WCC #CM3 2023 00148P, including possible authorization to settle this claim, under 25 O.S. §307(B)(4)

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to authorize the city attorney and outside counsel to settle the Workers' Compensation claim of Michael Reiss
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

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

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to find the Executive Session necessary to process the pending tort claim and litigation
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra

15. Adjournment

The meeting was adjourned at approximately 8:57 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Adjourn
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

_____ _____

Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 25-1386, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Acceptance of Planning Commission meeting minutes of August 28, 2025

Background:
The minutes of the Planning Commission meeting held August 28, 2025 were approved by the Planning Commission on September 11, 2025.

Cost: Approximately $2.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 08-28-2025 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held August 28, 2025.

City of Broken Arrow

Minutes

Planning Commission

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

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

Thursday, August 28, 2025 5:30 p.m. Council Chambers

1. Call to Order

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

2. Roll Call

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

3. Old Business - NONE

4. **Consideration of Consent Agenda**

A. 25-1227 Approval of Planning Commission meeting minutes of August 14, 2025

B. 25-1228 Approval of PT-002332-2025|PR-000774-2024, Conditional Final Plat for Tiger Crossing, 17.66 acres, AG (Agricultural) to CG (Commercial General) and CM (Community Mixed-Use)/PUD (Planned Unit Development) 001845-2024 via BAZ-001851-2024, located at the northwest corner of Albany Street (61st Street) and 23rd Street (193rd E. Avenue/County Line Road

C. 25-1238 Approval of LOT-002338-2025, Still Lot Line Adjustment, 2 lots, 2.60 acres, RE (Residential Estate) located one-quarter mile north of New Orleans Street (101st Street), east of 23rd Street (County Line Road)

D. 25-1250 Approval of PR-000671-2024 | PT-002022-2025, Conditional Final Plat, Arrow Forge Innovation District, approximately 92.20 acres, 4 proposed lot, A-1 (Agricultural), located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street)

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

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings - NONE

7. Appeals - NONE

8. General Commission Business - NONE

9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action) - NONE

10. Adjournment

The meeting was adjourned at 5:31 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa
Move to Adjourn
The motion carried by the following vote:
Aye: 4 - Mindy Payne, Jaylee Klempa, Jason Coan, Robert Goranson

City of Broken Arrow

Request for Action

File #: 25-1387, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Acceptance of Planning Commission meeting minutes of September 11, 2025

Background:
The minutes of the Planning Commission meeting held September 11, 2025 were approved by the Planning Commission on September 25, 2025.

Cost: Approximately $70.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 09-11-2025 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held September 11, 2025.

City of Broken Arrow

Minutes

Planning Commission

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

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

Thursday, September 11, 2025 5:30 p.m. Council Chambers

1. Call to Order

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

2. Roll Call

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

3. Old Business - NONE

4. **Consideration of Consent Agenda**

A. 25-1287 Approval of Planning Commission meeting minutes of August 28, 2025

B. 25-1300 Approval of PR-000848-2025 | PT-002371-2025, Preliminary Plat, The Villages at Rose Hill, 12.86 acres, AG (Agricultural) to RMF (Residential Multifamily) and PUD (Planned Unit Development) 001787-2024 via BAZ-001788-2024, located approximately one-half mile north of Houston Street (81st Street), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane Road)

C. 25-1316 Approval of LOT-002370-2025, E/2 Lot 3 Block 1, 1 lot to 2 lots, 0.47 acres, R-1 Residential-Single Family, located approximately 1/4 mile east of 9th Street (177th Street) and 1/4 mile north of Kenosha Street (71st Street)

MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa
Move to Approve Consent Agenda
The motion carried by the following vote:
Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

5. Consideration of Items Removed from Consent Agenda – NONE

6. Public Hearings

A. 25-1321 Public hearing, consideration, and possible action regarding BAZ-002232-2025 (Rezoning), 2001 Angus Drive, 0.76 acres, RS (Single Family Residential), located south of the southeast corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road)

Mackenzie Hackett, Staff Planner, presented Item 25-1321. The item under consideration is a rezoning request for 2001 Angus Drive, a 0.76-acre lot currently zoned RS (single-family residential) within Angus Acres. The applicant seeks to rezone the property to O-N (Office Neighborhood).

The comprehensive plan designates the site as Level 2, which allows office neighborhood uses if the property is adjacent to an arterial road or extends an existing office neighborhood development. The site abuts County Line Road, which serves as the arterial connection. To comply with the plan, any future driveway must access County Line directly, ensuring no traffic cuts through nearby single-family areas.

Given the property's location, arterial frontage, and compatibility with surrounding land uses, staff recommends approval of the rezoning request (BAZ-002232-2025) and also recommends waiving the platting requirement.

Larry Pennington, a Realtor with Pennington & Associates, the applicant, explained that the rezoning request reflects how the area has changed over time. When the property was originally

platted as residential, the adjacent road was only a two-lane street. Now that it has become a five-lane highway, the location is far more suitable for office or professional uses, such as a doctor's office or real estate office. The applicant emphasized that the rezoning aligns with the current character of the corridor and the intended future use of the site. He then opened the floor for any council or commission questions.

Chairman Robert Goranson inquired about the property's history, noting he'd heard it might have been considered for a similar change around 20 years ago. Mr. Pennington clarified that when the current owners purchased the lot, they were mistakenly told they could place a double-wide home there, which turned out not to be allowed.

When asked if there were issues with private covenants, Mr. Pennington confirmed that none were impacting the request. He also clarified that no buyer is currently secured. Still, the intent is to market the property for professional office use—such as a medical office or real estate office—not for commercial or retail purposes. The rezoning request is strictly for O-N (Office Neighborhood) zoning.

Don Stacey, a nearby resident at 2002 Archdale Street, directly south of the subject lot, spoke during the hearing. He noted that he has lived there for more than 50 years and has seen significant changes in the area, especially after 23rd Street was widened to five lanes, which has already increased noise levels. Because of that, he expressed no objection to the rezoning, saying an office use would not add any noticeable noise beyond what already exists.

Mr. Stacey provided a history of a previous rezoning effort he organized, which attempted to convert about 11 properties along 23rd Street and Kenosha to Office Neighborhood (O-N). That effort was denied after neighbors from the interior residential streets opposed it and circulated a petition. The Planning Commission voted 3–2 to deny, and the City Council also rejected it, but on different grounds—citing Angus Acres' private covenants, which at the time only allowed residential uses. For the First National Bank at the corner to be built, the bank had obtained the approval of a majority of homeowners within Angus Acres.

He concluded that, unless things have since changed, approval of this current rezoning may also require the majority consent of Angus Acres I homeowners under those same covenants.

During the discussion, Chairman Goranson confirmed his understanding that the earlier rezoning attempt failed primarily because of the Angus Acres covenants.

Mr. Stacey recalled that his own effort in 2018 to rezone property there had gone through significant expense, but he had not realized at the time that covenants would present a problem.

Chairman Goranson clarified that, unlike before, there was no petition submitted in opposition to the current case. However, he noted that covenant enforcement is a private matter between property owners and not a factor that prevents the city from hearing and deciding the zoning request. Mr. Stacey reiterated his belief that the covenants still require a majority of homeowners to approve any non-residential use, citing the earlier example where the bank obtained homeowner approval before being built.

Chairman Goranson concluded by noting the comprehensive plan supports this type of use, though he acknowledged the covenant questions remain separate from the city's zoning authority. He then thanked the speaker for their input.

The commission confirmed the rezoning request aligns with the comprehensive plan (Level 2) and closed the public hearing before discussion. Members clarified that any restrictive covenants in Angus Acres are private matters between property owners: the city does not enforce HOA rules or most covenants, only ensures they don't conflict with city ordinances. Examples noted included short-term rentals and fence standards, where HOA restrictions can be stricter than the city's. Questions were raised about whether covenants prohibit business uses and why no home has been rebuilt on the lot; staff said they hadn't reviewed the covenants and believed the city needed only to judge zoning compliance, not private restrictions. The applicant was asked to state for the record why a residence hasn't been constructed on the property.

Perry Stanford, property owner, explained that he originally intended to place a modular home on the lot. Still, a change in the City of Broken Arrow's wiring code prevented him from doing so. Unable to afford another type of house, he left the lot vacant but has maintained it, though he noted recent problems with trespassers damaging the property.

MOTION: A motion was made by Robert Goranson, seconded by Jaylee Klempa
Move to Approve Item 25-1321, action regarding BAZ-002232-2025 (Rezoning), 2001 Angus Drive, 0.76 acres, RS (Single Family Residential), located south of the southeast corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line

Road)
The motion carried by the following vote:
Aye: 4 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Robert Goranson
Nay: 1 - Jason Coan

7. Appeals – NONE

8. General Commission Business

A. 25-1302 Consideration, discussion, and possible approval of BLDR-032957-2025 request for Zoning Ordinance variance Chapter 4, Sec. 4-3-8C, Design Standards for Fences and Walls, Ratliff Home, 0.22 acres, located directly east of 23rd Street (County Line Road), approximately ½ mile south of Albany Street (61st Street)

Jose Jimenez, Planner II, presented Item 25-1302, a variance request for the Ratliff home at 1908 North 24th Street, where a fence built in January 2023 without a permit drew three code violations for inconsistent height, the finished side facing inward, and lack of a license. Because the property backs onto County Line Road, the fence must meet arterial street requirements. The homeowner is asking to keep the wall at its current height, has agreed to finish both sides for appearance, is applying for the proper permit, and has provided photos and letters of support from neighbors while being present to answer questions.

During the discussion, commissioners questioned whether the fence variance for the Ratliff home was properly before the Planning Commission or should instead go to the Board of Adjustment. Staff and the city attorney clarified that because the fence ordinance falls under the zoning code, the Planning Commission does have authority. Commissioners noted this type of case feels unusual, since variances are typically tied to hardships and criteria, but here the issue is primarily aesthetic and procedural. They confirmed the violations stem from the fence's height, orientation, and lack of permit due to its location along an arterial road, where stricter standards apply. Safety was not considered a concern, and staff emphasized that the matter is about appearance and compliance. The commission agreed that the applicant should provide further details on visuals and neighborhood context.

Vicki Ratliff, the applicant and homeowner at 1908 North 24th Street in Bentree Subdivision, asked the commission to allow her to keep her eight-foot fence with the adjustment of adding a finished side along the arterial road. She explained the confusion residents face when trying to interpret city codes, noting she had relied on advice from her HOA president, which turned out not to align with requirements. She emphasized she had acted in good faith, hiring local firefighters to help with the work, and closed by honoring 9/11 and remembering those who lost their lives.

The commission discussed Ms. Ratliff's request to keep her eight-foot fence, noting she agreed to add a finished side facing County Line Road rather than lowering it to six feet. Commissioners acknowledged the sturdiness of her fence, her good-faith effort, and supporting letters from neighbors, with some recalling longstanding issues of inconsistent fencing along arterials. Ms. Ratliff explained she followed HOA advice, spent significantly on the fence, and wanted it to be an example for others. Commissioners clarified the process, confirming that since the ordinance allows Planning Commission approval, their decision would be final without City Council review. They emphasized that she could stain or finish the exterior as she wished and appreciated her cooperation, with the discussion closing on a supportive note.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne
Move to Approve Item 25-1302, with a variance for the fence being 8' tall and having the finished side towards the arterial, and completing the fence permit currently in process: BLDR-032957-2025 request for Zoning Ordinance variance Chapter 4, Sec. 4-3-8C, Design Standards for Fences and Walls, Ratliff Home, 0.22 acres, located directly east of 23rd Street (County Line Road), approximately ½ mile south of Albany Street (61st Street)
The motion carried by the following vote:
Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action) - NONE

10. Adjournment

The meeting was adjourned at 6:11 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Robert Goranson
Move to Adjourn
The motion carried by the following vote:
Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

City of Broken Arrow

Request for Action

File #: 25-1393, **Version:** 1

Broken Arrow City Council
Meeting of: 10/06/2025

Title:
Approval of the FY 24 audit and authorization to publish a Notice of Availability of Annual Audit for Fiscal Year 2023-2024

Background:
Oklahoma State Statutes require publication of a Notice of Availability of the Annual Audit for public inspection. This is to be accomplished following receipt of the audit. The attached Notice fulfills this requirement. Staff recommends that the City Council approve the Notice of Availability of the Annual Audit for Fiscal Year 2023-2024

Cost: $0
Funding Source: N/A
Requested By: Cynthia S. Arnold, Finance Director
Approved By: City Manager's Office
Attachments: Notice of Availability of Annual Audit for Fiscal year 2023-2024
Recommendation:
Approve of the FY 24 audit and the Notice of Availability of Annual Audit for Fiscal Year 2023-2024, and authorize execution and its publication

NOTICE OF AVAILABILITY OF ANNUAL AUDIT
FOR FISCAL YEAR 2023-2024

On the 6th day of October 2025, the Broken Arrow City Council accepted the City of Broken Arrow's annual audit. This audit of the City's financial status, which was prepared by Arledge & Associates, P.C., is available for public inspection in the office of the Broken Arrow City Clerk and in the main reception area of City Hall. Both areas are located in City Hall, 220 South First Street, Broken Arrow, Oklahoma 74012.

_____
Curtis Green
City Clerk

BROKEN ARROW

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ANNUAL FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORTS

AS OF AND FOR THE FISCAL YEAR ENDED JUNE 30, 2024

BROKEN ARROW

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FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

JUNE 30, 2024

WITH
INDEPENDENT AUDITOR'S REPORT

CONTENTS

List of Principal Officials....1

Independent Auditor's Report....3-5

Required Supplementary Information:
Management's Discussion and Analysis....7-14

Basic Financial Statements:

Government-Wide Financial Statements:

Statement of Net Position....15

Statement of Activities....16

Fund Financial Statements:

Balance Sheet - Governmental Funds....17

Reconciliation of Governmental Funds Balance Sheet to Statement of Net Position....18

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds....19

Reconciliation of Statement of Revenues, Expenditures and Changes In Fund Balances of Governmental Funds to Statement of Activities....20

Statement of Net Position-Proprietary Funds....21

Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds....22

Statement of Cash Flows - Proprietary Funds....23

Notes to Basic Financial Statements....24-75

Required Supplementary Information:

Budgetary Comparison Schedule - General Fund....77-79

Budgetary Comparison Schedule - Major Special Revenue Funds....80

Budgetary Comparison Schedule - Notes to Required Supplementary Information....81-82

Pension Plan Infonnation....83-86

Schedule of Changes in Total OPEB Obligation and Related Ratios....87

Other Supplementary Information:

Combining Balance Sheet Schedule - General Fund Accounts 89

Combining Schedule of Revenues, Expenditures and Changes
in Fund Balances - General Fund Accounts 90

Combining Balance Sheet- Nonmajor Governmental Funds.....91-93

Combining Statement of Revenues, Expenditures and Changes
in Fund Balances - Nonmajor Governmental Funds.....94-96

Combining Schedule of Net Position - BAMA Enterprise Fund Accounts 97

Combining Schedule of Revenues, Expenses and Changes
in Net Position - BAMA Enterprise Fund Accounts 98

Combining Schedule of Cash Flows-BAMA Enterprise Fund Accounts 99

Combining Statement of Net Position - Internal Service Funds 100

Combining Statement of Revenues, Expenses and Changes
in Net Position - Internal Service Funds.....101

Combining Statement of Cash Flows - Internal Service Funds 102

City of Broken Arrow, Oklahoma

List of Principal Officials
June 30, 2024

City Council

Debra Wimpee, Mayor
Johnnie Parks, Vice-Mayor
Justin Green
David Pickel
Lisa Ford

City Manager

Michael L. Spurgeon

Clerk

Curtis Green

Finance Director/Treasurer

Cynthia Arnold

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council
City of Broken Arrow

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Broken Arrow, Oklahoma (the "City"), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of June 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

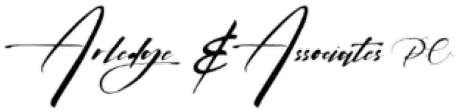
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules, pension plan information, and other post-employment benefits fundings schedules, as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining schedules and individual nonmajor fund financial statements, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining schedules and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 29, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Oklahoma City, Oklahoma
September 29, 2025

CITY OF BROKEN ARROW, OKLAHOMA

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2024

Our discussion and analysis of the City of Broken Arrow's (the City) financial performance provides an overview of the City's financial activities for the fiscal year ended June 30, 2024. Please read it in conjunction with the City's financial statements, which follow this section.

Financial Highlights

- At June 30, 2024, the assets and deferred outflows of the City exceeded its liabilities and deferred inflows by $523,989,928.
- For the fiscal year ended June 30, 2024, the City's total net position increased by $38,231,773 or 7.3% from the prior year's restated net position.
- During the year, the City's expenses for governmental activities were $118,928,106 and were funded by program revenues of $36,009,215, and further funded with taxes and other general revenues that totaled $122,236,274.
- In the City's business-type activities, such as utilities, total program revenues were less than expenditures by $3,369,911.
- At June 30, 2024, the General Fund reported a total fund balance of $35,398,323, as compared to the prior year total fund balance of $31,164,184.
- For budgetary reporting purposes, the General Fund reported revenues less than final estimates in the amount of $8,070,411 or 7.8%, while expenditures were more than final appropriations by $3,509,659 or 3.4%.

Overview of the Financial Statements

The financial statements presented herein include all of the activities of the City and its component units using the integrated approach as prescribed by GASB. Included in this report are government-wide statements for three categories of activities – governmental, business-type and discretely-presented component units. The government-wide financial statements present the complete financial picture of the City from the economic resources measurement focus using the accrual basis of accounting. They present governmental activities and business-type activities separately and combined. These statements include all assets of the City (including infrastructure capital assets) and deferred outflows, as well as all liabilities (including all long-term debt) and deferred inflows.

Reporting the City as a Whole

The statement of net position and the statement of activities

One of the most frequently asked questions about the City's finances is "Has the City's overall financial condition improved, declined, or remained steady over the past year?" The statement of net position and statement of activities report information about the City as a whole and about its activities in a way that helps answer this question. These statements include all assets, deferred outflows, liabilities, and deferred inflows using the accrual basis of accounting. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two government-wide statements report the City's net position and changes in net position from the prior year. You can think of the City's net position – the difference between assets and deferred outflows, and liabilities and deferred inflows – as one way to measure the City's financial condition or position. Over time, increases or decreases in the City's net position are one indicator of whether its financial health is improving, deteriorating, or remaining steady. However, you must consider other nonfinancial factors, such as changes in the City's tax base, the condition of the City's roads, and the quality of services to assess the overall health and performance of the City.

As mentioned above, in the statement of net position and statement of activities, we divide the City into three kinds of activities:

- Governmental activities – Most of the City's basic services are reported here, including the police, fire, general administration, public services and parks. Sales taxes, franchise fees, fines and state and federal grants finance most of these activities.
- Business-type activities – The City charges a fee to customers to help cover all or most of the cost of certain services it provides. The City's water, wastewater, sanitation, stormwater, golf and economic development activities are reported here.
- Discretely presented component units – These account for activities of the City's reporting entity that do not meet the criteria for blending. The City has two discretely presented component units to report which include the Broken Arrow Home Finance Authority and the Broken Arrow Hospital Authority.

Reporting the City's Most Significant Funds

Fund financial statements

The fund financial statements provide detailed information about the most significant funds – not the City as a whole. Some funds are required to be established by state law and by bond covenants. However, management establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants and other money.

Governmental funds – Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operation and the basic services it provides. Governmental fund information helps determine whether there are adequate financial resources available to be spent in the near future to finance the City's programs. The differences in results between the governmental fund financial statements in relation to those in the government-wide financial statements are explained in a reconciliation following each governmental fund financial statement.

Proprietary funds – When the City charges customers for services it provides, whether to outside customers or to other units of the City, these services are generally reported in proprietary funds. The City's enterprise funds are essentially the same as business-type activities in the government-wide statements but provide more detail and additional information, such as cash flows.

A Financial Analysis of the City as a Whole

Net position

The City's combined net position increased from $485,758,155 to $523,989,928 between fiscal years 2023 and 2024. Looking at the net position of governmental and business-type activities separately, governmental activities increased $17,814,661 while business-type activities increased $20,417,112. A comparative, condensed presentation of net position follows (reported in thousands).

TABLE 1
NET POSITION (In Thousands)

	Governmental Activities		% Inc. (Dec.)	Business-Type Activities		% Inc. (Dec.)	Total		% Inc. (Dec.)
	2024	2023		2024	2023		2024	2023	
Current and other assets	$ 272,444	$241,896	13%	$122,063	$ 88,021	39%	$ 394,507	$329,917	20%
Capital assets, net	393,277	384,461	2%	275,687	251,899	9%	668,964	636,360	5%
Total assets	665,721	626,357	6%	397,750	339,920	17%	1,063,471	966,277	10%
Deferred Outflows of Resources	27,409	28,257	-3%	172	67	157%	27,581	28,324	-3%
Current liabilities	21,597	39,422	-45%	12,437	21,648	-43%	34,034	61,070	-44%
Non-current liabilities	292,538	254,486	15%	227,782	181,072	26%	520,320	435,558	19%
Total liabilities	314,135	293,908	7%	240,219	202,720	18%	554,354	496,628	12%
Deferred Inflows of Resources	12,571	12,097	4%	138	118	17%	12,709	12,215	4%
	12,571	12,097	4%	138	118	17%	12,709	12,215	4%
Net position									
Net investment in capital assets	175,934	183,914	-4%	108,685	96,498	13%	284,619	280,412	2%
Restricted	198,186	167,282	18%	2,938	2,938	0%	201,124	170,220	18%
Unrestricted (deficit)	(7,696)	(2,587)	197%	45,943	37,713	22%	38,246	35,126	9%
Total net position	$ 366,424	$348,609	5%	$157,566	$137,149	15%	$ 523,989	$485,758	8%

Changes in net position

For the years ended June 30, 2023 and 2024, the change in net position of the primary government was the result of the following (amounts are reported in thousands):

TABLE 2
CHANGES IN NET POSITION (In Thousands)

	Governmental Activities		% Inc. (Dec.)	Business-Type Activities		% Inc. (Dec.)	Total		% Inc. (Dec.)
	2024	2023		2024	2023		2024	2023	
Revenues									
Program revenue:									
Charges for service	$ 22,957	$18,644	23%	$ 70,601	$63,568	11%	$ 93,558	$82,212	14%
Operating grants and contributions	11,941	10,355	15%	718	23	3022%	12,659	10,378	22%
Capital grants and contributions	1,111	2,408	-54%	-	3,069	-100%	1,111	5,477	-80%
General Revenue:									
Sales and use taxes	85,449	82,246	4%	-	-	-	85,449	82,246	4%
Property taxes	21,983	20,061	10%	-	-	-	21,983	20,061	10%
Franchise and other taxes	4,734	8,424	-44%	-	-	-	4,734	8,424	-44%
Intergovernmental revenue	3,092	3,502	-12%	-	-	-	3,092	3,502	-12%
Investment income	5,542	5,122	8%	1,707	737	132%	7,249	5,859	24%
Miscellaneous	1,437	1,631	-12%	578	-	-	2,015	1,631	24%
Total Revenues	158,246	152,393	4%	73,604	67,397	9%	231,850	219,790	5%
Program Expenses:									
General government	20,438	17,154	19%	-	-	-	20,438	17,154	19%
Public safety	72,882	68,067	7%	-	-	-	72,882	68,067	7%
Public services	12,175	15,270	-20%	-	-	-	12,175	15,270	-20%
Culture and recreation	6,917	8,152	-15%	-	-	-	6,917	8,152	-15%
Interest on long-term debt	6,516	4,930	32%	-	-	-	6,516	4,930	32%
Water	-	-	-	33,987	27,491	24%	33,987	27,491	24%
Sewer	-	-	-	18,511	17,531	6%	18,511	17,531	6%
Sanitation	-	-	-	9,002	9,561	-6%	9,002	9,561	-6%
Stormwater	-	-	-	6,580	7,607	-14%	6,580	7,607	-14%
Golf	-	-	-	2,109	1,626	30%	2,109	1,626	30%
Economic development	-	-	-	4,501	1,135	297%	4,501	1,135	297%
Total Expenses	118,928	113,573	5%	74,690	64,951	15%	193,618	178,524	8%
Excess before transfers	39,318	38,820	1%	(1,086)	2,446	-144%	38,232	41,266	-7%
Net transfers in (out)	(21,503)	(5,013)	329%	21,503	5,013	329%	-	-	-
Increase in net position	$ 17,815	$33,807	-47%	$ 20,417	$ 7,459	174%	$ 38,232	$41,266	-7%

The City's governmental activities increase in net position of $17,814,661 represents a 47.30% decrease from the prior year's increase in net position. This decrease was mainly the result of an increase in total transfers of approximately $16.5 million. The business-type activities increase in net position of $20,417,112 represents a 173.72% increase from the prior year's increase in net position. This increase was mainly the result of an increase in total expenses of approximately $9.7 million, an increase in charges for services of approximately $6.3 million and an increase in transfers of approximately $16.5 million. The results indicate the City's total net position as a whole increased from the prior year.

Governmental activities

To aid in understanding the statement of activities, some additional explanation is given. Of particular interest is the format that is significantly different than a typical statement of revenues, expenses and changes in fund balance. You will notice that expenses are listed in the first column with revenues from that particular program reported to the right. The result is a net revenue (expense). The reason for this format is to highlight the relative financial burden of each of the functions on the City's taxpayers. It also

identifies how much each function draws from the general revenues or if it is self-financing through fees and grants or contributions. All other governmental revenues are reported as general. It is important to note all taxes are classified as general revenue, even if it is restricted for a specific purpose.

For the year ended June 30, 2024, the City's governmental activities were funded as follows:

Governmental Activities Sources	
Sales and Use Taxes	54.00%
Other Taxes	18.84%
Charges for Service	14.51%
Grants	8.25%
Other	4.41%

Governmental Activities Uses	
General government	17.19%
Public safety	61.28%
Public services	10.24%
Culture and recreation	5.82%
Interest on long-term debt	5.48%

For the year ended June 30, 2024, total expenses for governmental activities amounted to $118,928,106. To fund these activities, taxpayers and other general revenues funded $122,236,274 while those directly benefiting from the program funded $13,051,731 from grants and other contributions and $22,957,484 from charges for services.

Net Revenue (Expense) of Governmental Activities

	Total Expense of Services		% Inc. (Dec.)	Net Revenue (Expense) of Services		% Inc. (Dec.)
	2024	2023		2024	2023	
General government	$ 20,437,582	$ 17,153,765	19%	$ (10,994,084)	$ (10,058,831)	9%
Public safety	72,882,369	68,067,278	7%	(50,688,658)	(48,965,818)	4%
Public services	12,174,811	15,270,256	-20%	(8,709,290)	(10,805,512)	-19%
Culture and recreation	6,917,055	8,152,375	-15%	(6,010,570)	(7,406,226)	-19%
Interest on long-term debt	6,516,289	4,929,926	32%	(6,516,289)	(4,929,926)	32%
TOTAL	$ 118,928,106	$ 113,573,600	5%	$ (82,918,891)	$ (82,166,313)	1%

Business-type activities

In reviewing the business-type activities net revenue (expense), the following highlights should be noted:

- Total business-type activities reported net revenues of $3,369,911 for the year ended June 30, 2024.
- Water, sewer and stormwater activities reported net revenues of ($1,723,064), ($585,878) and $2,427,241 for the year ended June 30 2024, while sanitation, golf and economic development activities reported net expenses of $544,676, ($272,038) and ($3,760,848), respectively.
- Net revenue (expense) of services for almost all functions changed significantly from prior year. Water decrease in net revenues of 448% was primarily due to an increase in related expenses of $6,495,603. Sewer decrease in net revenues of 133% was primarily due to an decrease in grants and contributions of $1,446,512 along with an increase in expenses of $979,394. Sanitation increase in net revenue of

135% was primarily due to an increase in charges ofr services of $1,522.356. Stormwater increase in net revenue of 13% was primarily due to an increase in charges for services of $269,613.

	Total Expense of Services		% Inc. (Dec.)	Net Revenue (Expense) of Services		% Inc. (Dec.)
	2024	2023		2024	2023	
Water	$33,986,550	$27,490,947	24%	$ (1,723,064)	$ 495,129	-448%
Sewer	18,510,575	17,531,181	6%	(585,878)	1,780,897	-133%
Sanitation	9,002,549	9,560,684	-6%	544,676	(1,535,815)	-135%
Stormwater	6,580,057	7,606,994	-13%	2,427,241	2,146,911	13%
Golf	2,108,562	1,626,097	30%	(272,038)	(42,899)	534%
Economic Development	4,500,931	1,135,656	296%	(3,760,848)	(1,135,656)	231%
TOTAL	$74,689,224	$64,951,559	15%	$ (3,369,911)	$1,708,567	-297%

A financial analysis of the City's funds

As the City completed its 2024 fiscal year, the governmental funds reported a combined fund balance of $239,386,860 or a 16.6% increase from 2023. The combined proprietary funds reported a combined total net position of $155,006,057 or a 15.7% increase from 2023.

Other fund highlights include:

- For the year ended June 30, 2024, the General Fund's total fund balance increased by $4,234,141 or 13.6%.
- The Public Safety Sales Tax-Police Fund's total fund balance increased by $3,549,157 or 17.3%.
- The Public Safety Sales Tax-Fire Fund's total fund balance increased by $2,833,033 or 29.4%.
- The Sales Tax Capital Improvement Fund's total fund balance decreased by $2,365,107 or 11.2%.
- The American Relief Fund's total fund balance decreased by $17,805 or 8.9%.
- The 2018 General Obligation Bond Fund’s total fund balance increased by $24,585,965 or 34.2% due to the proceeds from the issuance of debt exceeding the related capital outlay expenditures during the year.
- The Debt Service Fund's total fund balance increased by $4,680,237 or 27.9%.

General fund budgetary highlights

Over the course of the year, the City Council revised the General Fund budget at various times. The revised budget included an increase in overall appropriations of 3.1% or $3,373,600, due primarily to an increase in budget for “Transfers to other funds” in the amount of $3,373,600.

Capital Asset and Debt Administration

Capital assets

At the end of June 30, 2024, the City had $668,964,146 invested in capital assets, net of depreciation, including police and fire equipment, buildings, park facilities, water lines and sewer lines (see table below). This represents a net increase in net capital assets of $32,603,723 or 5.1% over last year.

Primary Government Capital Assets
(Net of accumulated depreciation and amortization)

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land	$ 39,944,872	$ 39,215,676	$ 15,200,896	$ 8,198,205	$ 55,145,768	$ 47,413,881
Buildings	55,507,603	53,274,427	2,270,764	2,181,090	57,778,367	55,455,517
Improvements	37,708,566	39,602,277	119,189,635	105,093,793	156,898,201	144,696,070
Machinery and equipment	23,639,328	23,294,505	11,517,991	10,916,289	35,157,319	34,210,794
Infrastructure	158,643,150	155,023,592	83,714,213	88,975,188	242,357,363	243,998,780
Construction in progress	77,725,144	73,892,607	43,793,251	36,534,430	121,518,395	110,427,037
Subscription assets	108,733	158,344	-	-	108,733	158,344
Totals	$ 393,277,396	$ 384,461,428	$ 275,686,750	$ 251,898,995	$ 668,964,146	$ 636,360,423

This year's more significant capital asset additions included:

- Land Purchase for commercial development $7,000,000-Governmental
- Fire Station #7 $3,754,666-Governmental
- Washington& Aspen Intersection -Governmental
- Creekside at Forest Ridge Sewer $986,204-Proprietary
- Secondary Clarifier-$1,468,539-Proprietary

See the notes to the financial statements for more detail information on the City's capital assets and changes therein.

Long-term debt

At year end, the City had $458,059,368 in long-term debt outstanding which represents a $57,260,757 or 14.3% increase from prior year amount. The City's change in long-term debt by type of debt is as follows:

Primary Government Long-Term Debt

	Governmental Activities		Business-Type Activities		Total		Total Percentage Change
	2024	2023	2024	2023	2024	2023	
Accrued compensated absences	$ 5,539,957	$ 3,890,226	$ 942,107	$ 820,680	$ 6,482,064	$ 4,710,906	38%
General obligation bond	214,985,000	192,505,000	-	-	214,985,000	192,505,000	12%
Notes payable	2,358,037	4,192,536	220,022,214	183,886,409	222,380,251	188,078,945	18%
Unamortized premium	3,729,645	4,036,837	5,427,076	5,427,076	9,156,721	9,463,913	-3%
Judgments payable	623,333	38,000	-	-	623,333	38,000	1540%
Automotive and general liability	1,218,000	1,196,000	-	-	1,218,000	1,196,000	2%
Meter deposit liability	-	-	955,807	1,015,233	955,807	1,015,233	-6%
Claims payable	2,197,000	3,630,200	-	-	2,197,000	3,630,200	-39%
Subscription liability	61,192	160,414	-	-	61,192	160,414	-62%
Totals	$ 230,712,164	$ 209,649,213	$ 227,347,204	$ 191,149,398	$ 458,059,368	$ 400,798,611	14%

See the notes to the financial statements for more detail information on the City's long-term debt and changes therein.

Economic Factors and Next Year's Budget and Rates

Sales have continued to be strong for the last few years, but they are still a volatile source of revenue. For FY 24 we had budgeted a 1.5% increase in Sales Tax. As of June 2024, the City’s sales tax was 1.4% over the prior year and the overall increase in revenue was 9.75%. FY 25 revenue is coming in strong. Sales tax has stabilized but we anticipate an increase going forward due to all the recent development. In the fall of 24 a large grocery store along with other sales tax generating businesses opened in the south end of our city,

Building permits both residential and commercial remain strong and we continued our campaign “Back to BA” explaining to the citizens that they need to shop local and that their city sales tax pays for City services such as police and fire. Development in the south part of the city is growing rapidly and in the fall of FY 24 approved a 12,500-seat amphitheater which will bring a strong tourism presence within the city. It is scheduled to open in the summer of 2026, and we anticipate seeing additional development.

In the fall of 2018, the voters approved propositions for a $210 million G.O. bond package over the next ten years. This will provide for needed infrastructure improvements and quality of life projects that are needed in the future.

Proposition 1: Transportation $142.625 million
Proposition 2: Public Safety $20.35 million
Proposition 3: Parks and Recreation $17.75 million
Proposition 4: Public Facilities $16.8 million
Proposition 5: Stormwater $7.5 million
Proposition 6: Drainage $5.5 million

The City has sold six series:

December 2018 $12,500,000
December 2019 $23,250,000
December 2020 $20,000,000
December 2021 $20,500,000
December 2022 $40,000,000
December 2023 $35,000,000

The Municipal Authority continues to add utility customers, water, sewer, trash, and stormwater, as the City grows. In the fall of 2016, the City Council approved a 5-year rate model and the related increases for utility services. The rate model covers the reasonable estimated expenses for operations and pay as you go capital improvements. During FY 23 the authority updated the study, and the rates change October 1 of every year. Infrastructure for the authority is paid by loans from the Oklahoma Resource Board.

Contacting the City's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Finance Director's Office at 220 South First Street, P.O. Box 610, Broken Arrow, Oklahoma 74013-0610 or phone at 539-250-4191, extension 2500.

Broken Arrow
Statement of Net Position
June 30, 2024

	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Total	Broken Arrow Home Finance Authority	Broken Arrow Hospital Authority
ASSETS					
Current assets:					
Cash and cash equivalents	$ 83,148,951	$ 67,353,405	$ 150,502,356	$ 2,786	$ 10,998
Investments	142,719,644	-	142,719,644	-	-
Taxes receivable	1,739,106	-	1,739,106	-	-
Internal Balances	14,312,028	(14,312,028)	-	-	-
Due from other governments	16,624,747	19,278,533	35,903,280	-	-
Accrued interest receivable	3,522,771	-	3,522,771	-	-
Accounts receivable, net of allowance	2,670,078	10,293,752	12,963,830	-	-
Inventory	-	1,468,585	1,468,585	-	-
Prepaid assets	3,341	39,488	42,829	-	-
Investment in joint venture	-	37,942,324	37,942,324	-	-
Leases receivable	7,765,225	-	7,765,225	-	-
Net pension asset	1,156,028	-	1,156,028	-	-
Capital Assets:					
Non-depreciable	117,670,016	58,994,147	176,664,163	-	-
Depreciable, net of depreciation	275,607,380	216,692,603	492,299,983	-	-
Total assets	666,939,315	397,750,809	1,064,690,124	2,786	10,998
DEFERRED OUTFLOWS OF RESOURCES					
Deferred outflow related to fair value of hedging derivative	16,912	-	16,912	-	-
Deferred outflow related to refunding of debt	304,885	31,244	336,129	-	-
Deferred outflows related to pension	26,773,359	-	26,773,359	-	-
Deferred outflows related to OPEB	313,900	141,199	455,099	-	-
Total deferred outflow of resources	27,409,056	172,443	27,581,499	-	-
LIABILITIES					
Accounts payable	5,820,637	8,606,456	14,427,093	-	-
Accrued payroll	4,414,638	1,065,758	5,480,396	-	-
Accrued interest payable	1,411,795	2,331,626	3,743,421	-	-
Due to other governments	89,015	8,348	97,363	-	-
Due to bondholders	55,624	-	55,624	-	-
Other payables	-	268,093	268,093	-	-
Amounts held in escrow	518,517	156,659	675,176	-	-
Unearned revenue	9,287,232	-	9,287,232	-	-
Long term liabilities:					
Due within one year	23,799,556	10,816,993	34,616,549	-	-
Due in more than one year	271,300,294	216,965,343	488,265,637	-	-
Total liabilities	316,697,308	240,219,276	556,916,584	-	-
DEFERRED INFLOWS					
Deferred inflows related to pensions	3,098,668	-	3,098,668	-	-
Deferred inflows related to OPEB	314,046	137,990	452,036	-	-
Deferred inflows related to leases	9,158,407	-	9,158,407	-	-
Total deferred inflow of resources	12,571,121	137,990	12,709,111	-	-
NET POSITION					
Net investment in capital assets	175,934,359	108,684,999	284,619,358	-	-
Restricted for:					
Capital projects	115,114,737	-	115,114,737	-	-
Debt service	21,469,742	2,937,840	24,407,582	-	-
Public Safety	36,509,867	-	36,509,867	-	-
Pension	1,156,028	-	1,156,028	-	-
Other purposes	23,935,001	-	23,935,001	-	-
Unrestricted (deficit)	(9,039,792)	45,943,147	36,903,355	2,786	10,998
Total net position	$ 365,079,942	$ 157,565,986	$ 522,645,928	$ 2,786	$ 10,998

See accompanying notes to the basic financial statements.

Broken Arrow
Statement of Activities
For the Year Ended June 30, 2024

Functions/Programs	Expenses	Program Revenue: Charges for Services	Program Revenue: Operating Grants and Contributions	Program Revenue: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities	Primary Government: Business-type Activities	Primary Government: Total	Component Units: Broken Arrow Home Finance Authority	Component Units: Broken Arrow Hospital Authority
Primary government									
Governmental Activities									
General government	$ 21,781,582	$ 9,441,106	$ 2,392	$ -	$ (12,338,084)	$ -	$ (12,338,084)	$ -	$ -
Public safety	72,882,369	10,919,747	10,856,435	417,529	(50,688,658)	-	(50,688,658)	-	-
Public services	12,174,811	1,690,146	1,081,695	693,680	(8,709,290)	-	(8,709,290)	-	-
Cultural and recreation	6,917,055	906,485	-	-	(6,010,570)	-	(6,010,570)	-	-
Interest on long-term debt	6,516,289	-	-	-	(6,516,289)	-	(6,516,289)	-	-
Total governmental activities	120,272,106	22,957,484	11,940,522	1,111,209	(84,262,891)	-	(84,262,891)	-	-
Business-type activities									
Water	33,986,550	31,544,732	718,754	-	-	(1,723,064)	(1,723,064)	-	-
Sewer	18,510,575	17,924,697	-	-	-	(585,878)	(585,878)	-	-
Sanitation	9,002,549	9,547,225	-	-	-	544,676	544,676	-	-
Stormwater	6,580,057	9,007,298	-	-	-	2,427,241	2,427,241	-	-
Golf	2,108,562	1,836,524	-	-	-	(272,038)	(272,038)	-	-
Economic Development	4,500,931	740,083	-	-	-	(3,760,848)	(3,760,848)	-	-
Total business-type activities	74,689,224	70,600,559	718,754	-	-	(3,369,911)	(3,369,911)	-	-
Total primary government	$ 194,961,330	$ 93,558,043	$ 12,659,276	$ 1,111,209	(84,262,891)	(3,369,911)	(87,632,802)		
Component Units									
Finance	$ -	$ -	$ -	$ -				-	-
Health	-	-	-	-				-	-
Total component units	$ -	$ -	$ -	$ -				-	-
General revenues:									
Taxes:									
Sales and use taxes					85,448,775	-	85,448,775	-	-
Property taxes					21,982,845	-	21,982,845	-	-
Franchise and miscellaneous taxes					4,734,178	-	4,734,178	-	-
Hotel/motel taxes					795,093	-	795,093	-	-
Tobacco taxes					439,527	-	439,527	-	-
E-911 taxes					1,504,047	-	1,504,047	-	-
Intergovernmental revenue not restricted to specific programs					352,716	-	352,716	-	-
Unrestricted investment earnings					5,542,450	1,706,592	7,249,042	-	-
Miscellaneous					1,397,643	-	1,397,643	-	-
Gain (loss) on sale of capital assets					39,000	577,709	616,709	-	-
Transfers					(21,502,722)	21,502,722	-	-	-
Total general revenues and transfers					100,733,552	23,787,023	124,520,575	-	-
Change in net position					16,470,661	20,417,112	36,887,773	-	-
Net position - beginning					348,609,281	137,148,874	485,758,155	2,786	10,998
Net position - ending					$ 365,079,942	$ 157,565,986	$ 522,645,928	$ 2,786	$ 10,998

See accompanying notes to the basic financial statements.

City of Broken Arrow, Oklahoma
Balance Sheet
Governmental Funds
June 30, 2024

	General Fund	Public Safety Sales Tax-Police	Public Safety Sales Tax-Fire	Sales Tax Capital Improvement Fund	American Relief Fund	2018 General Obligation Bond Fund	Debt Service Fund	Other Governmental Funds	Total Governmental Funds
ASSETS									
Cash and cash equivalents	$ 1,782,245	$ 12,308,650	$ 10,805,742	$ 12,292,919	$ 3,952,557	$ 12,096,595	$ 5,841,496	$ 25,596,361	$ 84,676,565
Investments	10,826,860	13,121,822	3,156,742	5,198,707	5,196,220	85,749,312	15,236,082	4,233,899	142,719,644
Taxes receivable, net	394,149	-	-	-	-	-	1,264,720	80,237	1,739,106
Due from other funds	17,501,198	4,047	-	363,170	-	-	30,389	765	17,899,569
Receivable from other governments	11,198,405	561,461	528,306	2,120,468	-	387,734	61,403	1,766,970	16,624,747
Accrued interest receivable	85,768	273,884	58,008	59,035	119,072	1,423,530	227,118	42,170	2,288,585
Leases receivable	7,765,225	-	-	-	-	-	-	-	7,765,225
Other receivables, net	1,908,482	-	-	-	-	-	-	761,596	2,670,078
Prepaid expenses	3,341	-	-	-	-	-	-	-	3,341
Total assets	$ 51,465,673	$ 26,269,864	$ 14,548,798	$ 20,034,299	$ 9,267,849	$ 99,657,171	$ 22,661,208	$ 32,481,998	$ 276,386,860
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES									
Liabilities:									
Accounts payable	$ 1,082,684	$ 278,392	$ 317,305	$ 1,011,514	$ 56,974	$ 1,892,341	$ -	$ 1,181,427	$ 5,820,637
Accrued payroll	904,482	1,741,098	1,769,058	-	-	-	-	-	4,414,638
Due to other funds	3,517,905	-	-	-	-	-	-	5,909	3,523,814
Due to other governments	89,015	-	-	-	-	-	-	-	89,015
Due to bondholders	55,624	-	-	-	-	-	-	-	55,624
Amounts held in escrow	518,431	-	-	-	-	-	-	86	518,517
Unearned revenue	258,690	-	-	-	9,028,542	-	-	-	9,287,232
Total liabilities	6,426,831	2,019,490	2,086,363	1,011,514	9,085,516	1,892,341	-	1,187,422	23,709,477
DEFERRED INFLOWS OF RESOURCES									
Deferred inflows-leases	9,158,407	-	-	-	-	-	-	-	9,158,407
Unavailable revenue	482,112	202,942	-	199,827	-	1,473,051	1,191,466	786,178	4,335,576
Total deferred inflows of resources	9,640,519	202,942	-	199,827	-	1,473,051	1,191,466	786,178	13,493,983
Fund balances:									
Restricted	-	24,047,432	12,462,435	18,822,958	182,333	96,291,779	21,469,742	25,430,905	198,707,584
Committed	-	-	-	-	-	-	-	5,077,493	5,077,493
Assigned	14,913,066	-	-	-	-	-	-	-	14,913,066
Unassigned	20,485,257	-	-	-	-	-	-	-	20,485,257
Total fund balances	35,398,323	24,047,432	12,462,435	18,822,958	182,333	96,291,779	21,469,742	30,508,398	239,183,400
Total liabilities, deferred inflows and fund balances	$ 51,465,673	$ 26,269,864	$ 14,548,798	$ 20,034,299	$ 9,267,849	$ 99,657,171	$ 22,661,208	$ 32,481,998	$ 276,386,860

See accompanying notes to the basic financial statements.

City of Broken Arrow, Oklahoma

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
June 30, 2024

Total fund balance, governmental funds	$	239,183,400
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds, but are reported in the governmental acitivities of the Statement of Net Position		393,277,396
Certain other long-term assets and deferred outflows are not available to pay current period expenditures and therefore are deferred or not reported in the funds:		
Receivable from other governments		2,002,853
Court fines receivable		245,876
Street light fee		3,348
Interest receivable		1,441,643
Miscellaneous receivables		641,856
Deferred outflow - derivative fair value		16,912
Deferred outflows related to pensions		26,773,359
Deferred outflow on refunding		304,885
Deferred outflow - OPEB		313,900
		31,744,632
Certain assets are not reported in the funds on the modified accrual basis of accounting, however, at the government-wide financial statements are reported due to the accrual basis of accounting:		
Net pension asset		1,156,028
		1,156,028
Certain special revenue funds are used by management to perform business-type activities. The assets and liabilities of these special revenue funds are included in the business-type activities on the Statement of Net Position:		
Excess Capacity Sewer Fund		(2,044,330)
Stormwater Capital Fund		(515,599)
		(2,559,929)
The assets and liabilities of certain internal services funds are not included in this fund financial statement, but are included in the governmental activities of the Statement of Net Position		1,032,315
Certain long-term liabilities are not due and payable from current financial resources and therefore they, along with deferred inflows, are not reported in the funds:		
Unamortized premium		(3,729,645)
General obligation bonds payable		(214,985,000)
Notes payable		(2,358,037)
Subscription liabilities		(108,733)
Accrued compensated absences		(5,539,957)
Accrued interest payable		(1,411,795)
Derivative investment liability-interest rate swap		(16,912)
Claims liability		(3,415,000)
Judgments payable		(1,967,333)
Deferred inflows related to OPEB		(314,046)
Total OPEB liability		(1,103,990)
Net pension liability		(60,704,784)
Deferred inflows related to pensions		(3,098,668)
		(298,753,900)
Net Position of Governmental Activities in the Statement of Net Position	$	365,079,942

See accompanying notes to the basic financial statements.

City of Broken Arrow, Oklahoma
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the year ended June 30, 2024

	General Fund	Public Safety Sales Tax-Police	Public Safety Sales Tax-Fire	Sales Tax Capital Improvement Fund	American Relief Fund	2018 General Obligation Bond Fund	Debt Service Fund	Other Governmental Funds	Total Governmental Funds
REVENUES									
Sales and use taxes	$ 64,296,443	$ 3,022,010	$ 3,022,010	$ 10,072,539	$ -	$ -	$ -	$ 5,035,773	$ 85,448,775
Property tax	-	-	-	-	-	-	21,880,976	101,869	21,982,845
Franchise and miscellaneous taxes	5,416,323	-	-	-	-	-	-	2,056,522	7,472,845
Intergovernmental	824,534	2,208,719	6,479,031	476,355	1,055,991	387,734	-	1,783,618	13,215,982
Charges for services	15,370,877	-	-	-	-	-	-	3,217,525	18,588,402
Fines and forfeitures	1,559,327	-	-	-	-	-	-	4,875	1,564,202
Licenses and permits	2,457,430	-	-	-	-	-	-	-	2,457,430
Rental income	619,677	-	-	-	-	-	-	-	619,677
Investment income	728,662	586,319	158,028	162,018	238,458	2,625,947	745,155	691,813	5,936,400
Miscellaneous	110,700	9,996	11,093	921	-	-	1,903	1,460,313	1,594,926
Total revenues	91,383,973	5,827,044	9,670,162	10,711,833	1,294,449	3,013,681	22,628,034	14,352,308	158,881,484
EXPENDITURES									
Current:									
General government	16,617,406	-	-	-	-	-	-	470,948	17,088,354
Public safety	-	35,501,675	35,505,680	-	-	-	-	51,036	71,058,391
Public services	3,461,716	-	-	-	-	-	-	519,841	3,981,557
Parks and recreation	6,308,232	-	-	-	-	-	-	-	6,308,232
Debt Service:									
Principal	-	-	-	1,635,000	-	-	12,520,000	-	14,155,000
Interest and other charges	-	-	-	265,488	-	-	6,067,761	-	6,333,249
Bond issuance costs	-	-	-	-	-	143,019	36	-	143,055
Capital Outlay	10,897	1,256,294	37,948	9,176,452	1,052,254	12,584,697	-	7,485,942	31,604,484
Total expenditures	26,398,251	36,757,969	35,543,628	11,076,940	1,052,254	12,727,716	18,587,797	8,527,767	150,672,322
Excess (deficiency) of revenues over expenditures	64,985,722	(30,930,925)	(25,873,466)	(365,107)	242,195	(9,714,035)	4,040,237	5,824,541	8,209,162
OTHER FINANCING SOURCES (USES)									
Proceeds from long-term debt	-	-	-	-	-	35,000,000	-	-	35,000,000
Bond premium	-	-	-	-	-	-	700,000	-	700,000
Transfers in	21,505,297	34,480,082	28,706,499	-	-	-	-	-	84,691,878
Transfers out	(82,256,878)	-	-	(2,000,000)	(260,000)	(700,000)	(60,000)	(9,275,000)	(94,551,878)
Total other financing sources and uses	(60,751,581)	34,480,082	28,706,499	(2,000,000)	(260,000)	34,300,000	640,000	(9,275,000)	25,840,000
Net change in fund balances	4,234,141	3,549,157	2,833,033	(2,365,107)	(17,805)	24,585,965	4,680,237	(3,450,459)	34,049,162
Fund balances - beginning	31,164,184	20,498,275	9,629,402	21,188,065	200,138	71,705,814	16,789,505	33,958,857	205,134,240
Fund balances - ending	$ 35,398,325	$ 24,047,432	$ 12,462,435	$ 18,822,958	$ 182,333	$ 96,291,779	$ 21,469,742	$ 30,508,398	$ 239,183,402

See accompanying notes to the basic financial statements.

City of Broken Arrow, Oklahoma

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the year ended June 30, 2024

Net change in fund balances - total governmental funds:	$	34,049,162
Amounts reported for Governmental Activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets:		
Capital asset purchases capitalized		25,342,456
Gain on capital assets disposed		39,000
Depreciation expense		(15,639,643)
Amortization expense-subscriptions		(49,611)
		9,692,202
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position:		
GO bond principal payment		12,520,000
Bond proceeds		(35,000,000)
Premium on bonds		(700,000)
Amortization of premium on bonds		307,192
Issuance of judgments		(1,942,000)
Subscription liability principal payments		49,611
Principal paid on judgments		38,000
Notes payable principal payment		1,635,000
		(23,092,197)
Certain assets are not reported in the funds on the modified accrual basis of accounting, however, at the government-wide financial statements are reported due to the accrual basis of accounting:		
Change in net pension asset		(1,951,453)
Changes in deferred outflow - fair value derivative		(34,109)
Changes in deferred outflows related to OPEB		302,003
Changes in deferred outflows related to pensions		(1,073,257)
		(2,756,816)
Governmental funds do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the Statement of Activities when earned:		
Change in unavailable revenue		(96,250)
Some expenses reported in the statement of activities do not require the use of current financial resources and these are not reported as expenditures in governmental funds:		
Accrued interest not reflected on Governmental funds		(183,040)
Accrued compensated absences change		(1,649,731)
Change in derivative investment liability- interest rate swap		34,109
Changes in deferred inflows related to OPEB		(9,223)
Total OPEB liability change		(323,340)
Change in net pension liability		2,074,037
Change in deferred inflows related to pensions		(952,815)
Change in deferred outflow on refunding		(42,927)
Change in claims liability		(2,219,000)
		(3,271,930)
Certain special revenue funds are used by management to perform business-type activities. The net change in fund balances of these special revenue funds are included in the business-type activities on the Statement of Activities:		
Change in Excess Capacity Sewer Fund		(201,624)
Change in Stormwater Capital Fund		762,761
		561,137
Internal service fund activity is reported as a proprietary fund in the fund financial statements, but certain net revenues are reported in governmental activities on the statement of Activities:		
Total change in net position for internal service funds		1,385,353
Change in net position of governmental activities	$	16,470,661

See accompanying notes to the basic financial statements.

Broken Arrow
Statement of Net Position
Proprietary Funds
June 30, 2024

	Enterprise Funds				
	Broken Arrow Municipal Authority	Broken Arrow Economic Development Authority	Battle Creek Golf Course	Total	Internal Service Funds
ASSETS					
Current assets:					
Cash and cash equivalents	$ (10,824,145)	$ 1,142,551	$ 140,509	$ (9,541,085)	$ 4,036,604
Restricted cash and cash equivalents	46,200,920	26,031,175	-	72,232,095	-
Accounts receivable, net	10,197,044	-	-	10,197,044	-
Due from other funds	4,047,753		-	4,047,753	-
Due from other governments	19,278,533	-	-	19,278,533	
Interest receivable	-	-	-	-	-
Other receivable	-	-	31,119	31,119	435,759
Inventories	1,373,533	-	95,052	1,468,585	-
Prepaid assets	20,500	-	18,988	39,488	-
Total current assets	70,294,138	27,173,726	285,668	97,753,532	4,472,363
Noncurrent assets:					
Restricted cash and cash equivalents	1,602,466	500,000	-	2,102,466	-
Investment in joint venture	37,942,324	-	-	37,942,324	-
Capital assets:					
Land and other nondepreciable assets	42,628,690	16,135,780	229,677	58,994,147	-
Other capital assets, net of accumulated depreciation	207,806,042	4,979,042	3,907,519	216,692,603	-
Total noncurrent assets	289,979,522	21,614,822	4,137,196	315,731,540	-
Total assets	360,273,660	48,788,548	4,422,864	413,485,072	4,472,363
DEFERRED OUTFLOWS OF RESOURCES					
Deferred charge on refunding	31,244	-	-	31,244	-
Deferred amounts related to OPEB	141,199	-	-	141,199	-
Total deferred outflows of resources	172,443	-	-	172,443	-
LIABILITIES					
Current liabilities:					
Accounts payable	6,395,005	1,454,900	756,551	8,606,456	25,048
Accrued payroll payable	1,065,758	-	-	1,065,758	-
Accrued interest payable	2,032,241	299,385	-	2,331,626	-
Due to other funds	17,501,198	30,389	762,605	18,294,192	-
Other accrued expenses	181,939	-	86,154	268,093	-
Amounts held in escrow	156,659	-	-	156,659	-
Due to other governments	-	-	8,348	8,348	
Compensated absences	729,842	-	-	729,842	-
Claims liability	-	-	-	-	1,138,000
Meter deposit liability	203,047	-	-	203,047	-
Bonds, notes and loans payable, net	8,049,104	1,835,000	-	9,884,104	-
Capital lease obligation	-	-	-	-	-
Total current liabilities	36,314,793	3,619,674	1,613,658	41,548,125	1,163,048
Non-current liabilities:					
Compensated absences	212,265	-	-	212,265	-
Claims liability	-	-	-	-	2,277,000
Meter deposit liability	752,760	-	-	752,760	-
Bonds, notes and loans payable	174,200,186	41,365,000	-	215,565,186	-
Capital lease obligation	-	-	-	-	-
Total OPEB liability	435,132	-	-	435,132	-
Total non-current liabilities	175,600,343	41,365,000	-	216,965,343	2,277,000
Total liabilities	211,915,136	44,984,674	1,613,658	258,513,468	3,440,048
DEFERRED INFLOW OF RESOURCES					
Accumulated increase in fair value of hedging derivatives	-	-	-	-	-
Deferred amounts related to pensions	137,990	-	-	137,990	-
Total deferred inflow of resources	137,990	-	-	137,990	-
NET POSITION					
Net investment in capital assets	68,185,442	21,614,822	4,209,884	94,010,148	-
Restricted for debt service	20,386,023	-	-	20,386,023	-
Unrestricted (deficit)	59,821,512	(17,810,948)	(1,400,678)	40,609,886	1,032,315
Total net position	$ 148,392,977	$ 3,803,874	$ 2,809,206	$ 155,006,057	$ 1,032,315

Some amounts reported for business-type activities in the Statement of Net Position are different because certain special revenue funds are used by magagement to perform business-type activities. The assets and liabilities of certain special revenue funds are included in the business-type activities in the Statement of Net Position. 2,559,929

Total net position per Government-Wide financial statements $ 157,565,986

See accompanying notes to the basic financial statements.

Broken Arrow
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
For the Year Ended June 30, 2024

	Enterprise Funds				
	Broken Arrow Municipal Authority	Broken Arrow Economic Development Authority	Battle Creek Golf Course	Total	Internal Service Funds
OPERATING REVENUES					
Water charges	$ 30,347,459	$ -	$ -	$ 30,347,459	$ -
Sewer charges	17,924,697	-	-	17,924,697	-
Sanitation charges	9,547,225	-	-	9,547,225	-
Stormwater fees	9,007,298	-	-	9,007,298	-
Fees and fines	1,136,027	-	-	1,136,027	-
Golf	-	-	1,836,524	1,836,524	-
Miscellaneous	551,610	740,083	-	1,291,693	-
Self insurance charges	-	-	-	-	13,639,119
Total operating revenues	68,514,316	740,083	1,836,524	71,090,923	13,639,119
OPERATING EXPENSES					
General government	1,565,534	2,698,193	-	4,263,727	-
Finance and administration	2,665,140	-	-	2,665,140	-
Engineering and construction	3,931,868	-	-	3,931,868	-
Water distribution	14,058,750	-	-	14,058,750	-
Sanitary sewer system	8,177,529	-	-	8,177,529	-
Sanitation services	8,586,005	-	-	8,586,005	-
Support services	3,717,770	-	-	3,717,770	-
Stormwater	4,077,062	-	-	4,077,062	-
Geographic information system	795,387	-	-	795,387	-
Claims expense	-	-	-	-	12,318,648
Golf	-	-	2,108,562	2,108,562	-
Bond issuance costs	154,170	521,475	-	675,645	-
Depreciation	14,214,013	11,835	72,689	14,298,537	-
Total operating expenses	61,943,228	3,231,503	2,181,251	67,355,982	12,318,648
Operating income (loss)	6,571,088	(2,491,420)	(344,727)	3,734,941	1,320,471
NON-OPERATING REVENUES (EXPENSES)					
Interest and investment revenue	1,479,285	260,645	771	1,740,701	15,191
Miscellaneous revenue	-	-	-	-	49,691
Gain on disposal of capital assets	825	576,884	-	577,709	-
Operating grant	718,754	-	-	718,754	-
Interest expense and fiscal charges	(6,020,157)	(1,269,428)	(6,993)	(7,296,578)	-
Total non-operating revenue (expenses)	(3,821,293)	(431,899)	(6,222)	(4,259,414)	64,882
Income (loss) before contributions and transfers	2,749,795	(2,923,319)	(350,949)	(524,473)	1,385,353
Capital contributions	11,642,722	-	-	11,642,722	-
Transfers in	20,170,297	10,460,000	-	30,630,297	-
Transfers out	(20,770,297)	-	-	(20,770,297)	-
Change in net position	13,792,517	7,536,681	(350,949)	20,978,249	1,385,353
Total net position - beginning	134,600,460	(3,732,807)	3,160,155	134,027,808	(353,038)
Total net position - ending	$ 148,392,977	$ 3,803,874	$ 2,809,206	$ 155,006,057	$ 1,032,315

Change in net position, per above	20,978,249
Some amounts reported for business-type activities in the Statement of Activities are different because certain special revenue funds are used by management to perform business-type activities. The activities of certain special revenue funds are included in the business-type activities in the Statement of Activities.	(561,137)
Change in Business-Type Activities in Net Position per Government-Wide Financial Statements	$ 20,417,112

See accompanying notes to the basic financial statements.

Broken Arrow
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2024

	Enterprise Funds				
	Broken Arrow Municipal Authority	Broken Arrow Economic Development Authority	Battle Creek Golf Course	Total Enterprise Funds	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers	$ 69,093,091	$ 743,083	$ 1,805,405	$ 71,641,579	$ 13,544,290
Payments to suppliers	(27,886,074)	(3,731,614)	(2,097,391)	(33,715,079)	-
Payments to employees	(20,918,710)	-	-	(20,918,710)	-
Receipts of customer meter deposits	378,911	-	-	378,911	-
Payment of customer meter deposits	(438,337)	-	-	(438,337)	-
Claims paid	-	-	-	-	(12,534,739)
Interfund receipts	3,184,058	-	297,581	3,481,639	-
Net cash provided by (used in) operating activities	23,412,939	(2,988,531)	5,595	20,430,003	1,009,551
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Transfers from other funds	20,170,297	10,460,000	-	30,630,297	-
Transfer to other funds	(20,770,297)	-	-	(20,770,297)	-
Net cash provided by (used in) noncapital financing activities	(600,000)	10,460,000	-	9,860,000	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Purchase of capital assets	(14,400,125)	(9,659,169)	-	(24,059,294)	-
Proceeds from issuance of debt	25,056,484	25,365,000	-	50,421,484	-
Note issuance costs	-	521,475	-	521,475	-
Proceeds from sale of capital assets	3,700	-	-	3,700	-
Principal paid on capital debt	(11,085,299)	(1,760,000)	-	(12,845,299)	-
Interest paid on capital debt	(6,020,157)	(1,327,792)	(6,994)	(7,354,943)	-
Net cash provided by (used in) capital and related financing activities	(6,445,397)	13,139,514	(6,994)	6,687,123	-
CASH FLOWS FROM INVESTING ACTIVITIES					
(Increase) decrease in investment in joint venture	148,757	-	-	148,757	-
Interest and dividends	759,095	260,645	771	1,020,511	15,191
Net cash provided by investing activities	907,852	260,645	771	1,169,268	15,191
Net Increase (decrease) in cash and cash equivalents	17,275,394	20,871,628	(628)	38,146,394	1,024,742
Balances-beginning of year	19,703,847	6,802,098	141,137	26,647,082	3,011,862
Balances-end of year	$ 36,979,241	$ 27,673,726	$ 140,509	$ 64,793,476	$ 4,036,604
Reconciliation to Combining Statement of Net Position:					
Cash and cash equivalents	$ (10,824,145)	$ 1,142,551	$ 140,509	$ (9,541,085)	$ 4,036,604
Restricted cash and cash equivalents-current	46,200,920	26,031,175	-	72,232,095	-
Restricted cash and cash equivalents-noncurrent	1,602,466	500,000	-	2,102,466	-
Total cash and cash equivalents, end of year	$ 36,979,241	$ 27,673,726	$ 140,509	$ 64,793,476	$ 4,036,604
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:					
Operating income (loss)	$ 6,571,088	$ (2,491,420)	$ (344,727)	$ 3,734,941	$ 1,320,471
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:					
Depreciation expense	14,214,013	11,835	72,689	14,298,537	-
Miscellaneous non-operating revenue (expense)	-	-	-	-	49,691
Operating grant	718,754	-	-	718,754	-
Change in assets, liabilities and deferrals:					
Receivables, net	(117,895)	-	-	(117,895)	-
Due from other funds	(154,081)	-	-	(154,081)	-
Due from other governments	(41,094)	-	-	(41,094)	-
Other receivable	-	3,000	(31,119)	(28,119)	(144,520)
Inventories	(92,766)	-	(10,396)	(103,162)	-
Prepaid assets	-	-	(1,179)	(1,179)	-
Deferred amounts related to OPEB	(85,522)	-	-	(85,522)	-
Accounts payables	(1,270,762)	(511,946)	22,746	(1,759,962)	(891)
Accrued payroll	97,518	-	-	97,518	-
Due to other funds	3,338,139	-	297,581	3,635,720	-
Other payables	-	-	-	-	-
Amounts held in escrow	19,010	-	-	19,010	-
Due to other governments	-	-	-	-	-
Accrued compensated absences	157,970	-	-	157,970	-
Customer meter deposits payable	(59,426)	-	-	(59,426)	-
Claims and judgments	-	-	-	-	(215,200)
Total OPEB liability	117,993	-	-	117,993	-
Net cash provided by (used in) operating activities	$ 23,412,939	$ (2,988,531)	$ 5,595	$ 20,430,003	$ 1,009,551
Non-cash Activities:					
Capital assets contributed	$ 11,642,722	$ -	$ -	$ 11,642,722	$ -
Forgiveness of debt	-	-	-	-	-
Total Non-cash Activities	$ 11,642,722	$ -	$ -	$ 11,642,722	$ -

See accompanying notes to the basic financial statements.

CITY OF BROKEN ARROW, OKLAHOMA

NOTES TO BASIC FINANCIAL STATEMENTS

INDEX

Note 1 – Summary of Significant Accounting Policies

Organization and operations 23
Financial reporting entity 23
Blended component units 23
Discretely presented component units 24
Related organizations 25
Joint venture 25
Basis of presentation 25
Measurement focus and basis of accounting 29
Assets, deferred outflows, liabilities, deferred inflows and net position 30
Internal and interfund balances and activities 33
Revenues, expenditures, and expenses 34
Use of estimates 35

Note 2 – Stewardship, Compliance and Accountability

Deposits and investments laws and regulations 36
Debt restrictions and covenants 36
Fund equity/net position restrictions 37
Budgetary compliance 38

Note 3 – Detail Notes on Transaction Classes/Accounts

Deposits 38
Receivables 40
Restricted assets 40
Capital assets 41
Investment in joint venture 43
Long-term debt 43
Interfund balances and activities 53
Fund balances and net position 54

Note 4 – Employee Pension and Other Benefit Plans 55

Note 5 – Tax Abatements 65

Note 6 – Risk Management 66

Note 7 – Commitments and Contingencies 68

Note 8 – Subsequent Events 70

Note 1 – Summary of Significant Accounting Policies

Organization and operations

The City's accounting and financial reporting policies conform to accounting principles generally accepted in the United States of America (GAAP). GAAP includes all relevant Governmental Accounting Standards Board (GASB) pronouncements. The accounting and reporting framework and the more significant accounting policies are discussed in subsequent subsections of this note.

Financial reporting entity

The City's financial reporting entity is comprised of the following:

Primary Government:	City of Broken Arrow
Blended Component Units:	Broken Arrow Municipal Authority Broken Arrow Economic Development Authority
Discretely Presented Component Units:	Broken Arrow Home Finance Authority Broken Arrow Hospital Authority

In determining the financial reporting entity, the City complies with the provisions of Governmental Accounting Standards Board Statement No. 14, *The Financial Reporting Entity as amended by GASB 61* and other subsequent standards and includes all component units of which the City is fiscally accountable. Each of these component units are Public Trusts established pursuant to Title 60 of Oklahoma State law. Public Trusts (Authorities) have no taxing power. The Authorities are generally created to finance city services through issuance of revenue bonds or other non-general obligation debt and to enable the City Council to delegate certain functions to the governing body (Trustees) of the Authority. The Authorities generally retain title to assets which are acquired or constructed with Authority debt or other Authority generated resources. In addition, in most cases, the City has leased certain existing assets at the creation of the Authorities to the trustees on a long-term basis. The City, as beneficiary of the Public Trusts, receives title to any residual assets when a Public Trust is dissolved.

Blended component units

Blended component units are separate legal entities that meet the component unit criteria described above and whose governing body is the same or substantially the same as the City council or the component unit provides services entirely to the City. These component units' funds are blended into those of the City's by appropriate fund type to comprise part of the primary government presentation.

Two component units are blended into the primary government's fund types as presented below:

Component Unit	Brief Description/Inclusion Criteria	Reporting Fund
Broken Arrow Municipal Authority (BAMA)	Created July 1, 1979, to finance, develop and operate the water, sewer, and solid waste activities. The current City Council serves as its entire governing body (Trustees). Any issuance of debt would require two-thirds approval of the City Council.	Enterprise Fund

Broken Arrow Economic Development Authority (BAEDA)	Created November 19, 1973, to promote and encourage development of industry and commerce and other related activities on behalf of the City. Five trustees are appointed by the City Council and may be removed at will by the City Council. During 2008, the current City Council began serving its entire governing body (Trustees). As a result, BAEDA is presented as a blended component unit, whereas in years prior to 2008, it was presented as a discretely presented component unit. Any issuance of debt would require two-thirds approval of the City Council.	Enterprise Fund

Discretely presented component units

Discretely presented component units are separate legal entities that meet the component unit criteria described above but do not meet the criteria for blending. The City has two component units that are discretely presented in the City's report as presented below.

Component Unit	Brief Description/Inclusion Criteria
Broken Arrow Home Finance Authority (BAHFA)	Created May 9, 1980, to provide, improve and secure decent safe and sanitary housing facilities, especially for low to moderate income families and to prevent blight, hazardous and unhealthy housing conditions. The governing body consists of five members appointed by the City Council. One of these members must also serve on the City Council. The governing body members may be removed at will by the City Council. Any issuance of debt would require two-thirds approval of the City Council.

Component Unit	Brief Description/Inclusion Criteria
Broken Arrow Hospital Authority (BAHA)	Created May 1, 1974, to construct, maintain and operate the hospital and medical facilities of the City. Trustees are appointed by the City Council from a list supplied by the hospital board. They may be removed at will by the City Council. Any issuance of debt would require two-thirds approval of the City Council.

The Broken Arrow Home Finance Authority and the Broken Arrow Hospital Authority do not issue separate annual financial statements.

Related organizations

The following related organizations are not included in the financial reporting entity:

Broken Arrow Housing Development Corporation – a nonstock, nonprofit corporation acting as an instrumentality of the City for the purpose of assisting in financial dwelling accommodations for persons of low income. The Corporation issued first lien revenue bonds after approval by the City Council. The bonds do not constitute debt of the City and are secured by revenues received from the United States Department of Housing and Urban Development. The revenues represent monthly housing assistance payments for project units occupied by eligible low-income tenants.

Broken Arrow Economic Development Corporation – a nonstock, nonprofit corporation acting as an instrumentality of the City for the purpose of assisting in economic development.

Broken Arrow Industrial Trust Authority – A Title 60 Public Trust created November 1, 1962, to own, acquire, construct, improve, maintain, and operate facilities used in securing or developing industry in the City. The City Manager serves as trustee along with two appointees made by the Broken Arrow Chamber of Commerce. This trust currently is inactive.

Joint venture

The City is currently a participant (with equity interest) in the general operating portion of the Regional Metropolitan Utility Authority (RMUA). The RMUA is a Title 60 Public Trust created to provide, operate, and maintain water supply, wastewater, and pollution control facilities for the benefit of various governmental entities. Currently, the RMUA is providing wastewater facilities at the Haikey Creek sewage treatment plants. On dissolution of the RMUA, the net position will be distributed to the beneficiaries based upon their pro-rata interest. Separate audited financial statements of RMUA for the year ended June 30, 2024, are available from the Office of Finance, City of Tulsa, Oklahoma.

Basis of presentation

Government-wide financial statements

The statement of net position and statement of activities display information about the City as a whole including component units. They include all financial activities of the reporting entity. Eliminations have been made to minimize the double reporting of transactions involving internal activities. Individual funds are not displayed in these statements. Instead, the statements distinguish between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services.

The statement of activities presents a comparison between the expenses and program revenues directly associated with the different governmental functions and business-type activities to arrive at the net revenue or expense of the function or activity prior to the use of taxes and other general revenues. Program revenues include 1) fees, fines and service charges generated by the program or activity, 2) operating grants and contributions that are restricted to meeting the operational requirements of the program or activity, and 3) capital grants and contributions that are restricted to meeting the capital requirements of the program or activity.

Fund financial statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts which constitute its assets, deferred outflows, liabilities, deferred inflows, fund equity, revenues, and expenditures/expenses. Separate financial statements are presented for two major fund categories: governmental and proprietary. An emphasis of the fund financial statements is placed on major governmental and enterprise funds. A fund is considered major if it is the primary operating fund of the City or meets the following criteria:

a. Total assets plus deferred outflows, liabilities plus deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10% of the corresponding total for all funds of that category or type, and

b. Total assets plus deferred outflows, liabilities plus deferred inflows, revenues or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5% of the corresponding total for all governmental and enterprise funds combined.

c. A fund does not meet the criteria of (a) and (b), however, management has elected to report the fund as a major fund due to its significance to users of the financial statements.

All remaining governmental and enterprise funds not meeting the above criteria are aggregated and reported as nonmajor funds. The funds of the financial reporting entity are described below:

Governmental funds:

General fund (Major Fund)

The General Fund is the primary operating fund of the City. It is used to account for all activities except those legally or administratively required to be accounted for in other funds.

Special revenue funds

Special revenue funds are used to account for the proceeds of specific revenue sources that are legally or administratively restricted to expenditures for certain purposes. The reporting entity includes the following special revenue funds:

Fund	Brief Description
Public Safety Sales Tax-Police (Major Fund)	Accounts for revenues generated by a 0.15% sales tax to be used strictly for police expenditures.
Public Safety Sales Tax-Fire (Major Fund)	Accounts for revenues generated by a 0.15% sales tax to be used strictly for fire expenditures.
Excess Capacity Sewer Escrow	Accounts for acreage fees limited in use to expenditures for excess capacity sewer lines.
Stormwater Capital	Accounts for funds received in lieu of building a detention facility to be used for future or ongoing stormwater improvement and regional detention projects.

Convention and Visitors Bureau	Accounts for funds received in relation to leisure, cultural and recreational activities within the City.
Police Enhancement	Accounts for monies limited in use for police department education and drug prevention activities.
Street and Alley	Accounts for commercial vehicle tax and gasoline excise tax legally restricted for street and alley repairs and maintenance.
Housing and Urban Development	Accounts for revenue and expenditures of Community Development Block Grants and the Home program.
CARES Act Fund	Accounts for funds received from the Federal Coronavirus Aid, Relief and Economic Security Act and expended for special designated purposes approved by City Council.
E-911	Accounts for the City's share of E-911 customer assessment that is legally restricted for public safety.
Crime Prevention	Accounts for revenues and expenditures of a grant from the U.S. Department of Justice.
Alcohol Enforcement	Accounts for funds received limited in use for juvenile education and enforcement related to alcohol.
Street Light Fee	Accounts for funds received limited in use for operating, maintaining and construction of the street light program.
Admin Technology	Accounts for revenues generated by a technology fee to be used for acquisition and maintenance of court computers and video arraignment equipment.
Creek TIF Apportionment Fund	Accounts for revenues and expenditures of the Creek 51 Tax Increment Financing.
Opioid Settlement Fund	Accounts for funds received from settlement of opioid crisis in Oklahoma to be used for specific purposes approved by council and the settlement agreements.
PSO 1% Franchise Fee Fund	Accounts for additional 1% PSO franchise fee to be used for economic development.

Debt Service Fund (Major Fund)

The Debt Service Fund is used to account for ad-valorem taxes levied by the City for use in retiring general obligation bonds, court-assessed judgments, and their related interest expense and fiscal agent fees.

Capital project funds

Capital project funds are used to account for resources restricted for the acquisition or construction of specific capital projects or items. The reporting entity includes the following capital project funds:

Fund	Brief Description
Sales Tax Capital Improvement (Major Fund)	Accounts for the revenues generated by a 0.5% sales tax to be used strictly for capital improvements. This fund is the primary funding source for capital outlay expenditures of General Fund departments.
American Relief Fund (Major Fund)	Accounts for funds received from the Federal American Recovery Plan Act and expended for special designated purposes as prescribed by the Act and approved by City Council.
2018 General Obligation Bond Fund (Major Fund)	Accounts for bond proceeds to be used for street, public safety, park and recreation and stormwater improvements and the purchase and construction of public buildings.
2014 General Obligation Bond Fund	Accounts for bond proceeds to be used for street, public safety, park and recreation, stormwater improvements and the purchase and construction of public buildings.
Parks and Recreation	Accounts for fees collected on the construction of new residences which are restricted in use for park and recreation improvements.
Cemetery Care	Accounts for 12.5% of cemetery revenue restricted by state law and an additional 12.5% contributed by the City for cemetery capital improvement.
Street Sales Tax	Accounts for revenues generated by a 0.25% sales tax to be used strictly for street improvements.
1994 General Obligation Bond Fund	Accounts for bond proceeds to be used for industrial development purposes within the City.
2008 General Obligation Bond Fund	Accounts for bond proceeds to be used for street, public safety, park and recreation and stormwater improvements.
2011 General Obligation Bond Fund	Accounts for bond proceeds to be used for street, public safety, park and recreation and stormwater improvements.

Proprietary funds

Proprietary funds include both enterprise funds and internal service funds. Enterprise funds are used to account for business-like activities provided to the general public. Internal service funds are used to account for business-like activities provided and charged to other funds or entities within the reporting entity. Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund.

Non-operating revenues of the proprietary funds include such items as investment earnings, interest expense, and subsidies. The reporting entity includes the following enterprise funds and internal service funds:

Enterprise funds

Fund	Brief Description
Broken Arrow Municipal Authority	Accounts for activities of the public trust in providing water, wastewater, and solid waste services to the public.
Broken Arrow Economic Development Authority	Accounts for revenue and expenses of the public trust used to promote economic development.
Battle Creek Golf Course	Accounts for recreational activities of the municipal golf course.

Internal service funds

Fund	Brief Description
Workers Compensation	Accounts for charges to the operating funds of the City used to pay workers' compensation claims.
Group Health and Life	Accounts for charges to the operating funds of the City used to pay the expenses of the City's shared risk group health and life insurance plans.

Component units

Discretely presented component units are separate legal entities whose governing body (in majority) is appointed by the Mayor or City Council, but whose governing body is not substantially the same as the City Council nor an entity established to provide services primarily to the City. Since these component units are not as closely associated with the City as are the blended component units, they are reported in a discretely presented column on the combined financial statements labeled Component Units. The reporting entity includes the following discretely presented component units:

Component Unit	Brief Description
Broken Arrow Home Finance Authority	Accounts for revenue and expenses of the public trust used to assist in providing single family, owner occupied residential housing facilities.
Broken Arrow Hospital Authority	Accounts for revenue and expenses of the public trust used in establishing and developing healthcare facilities.

Measurement focus and basis of accounting

Measurement focus is a term used to describe how transactions are recorded within the financial statements. Basis of accounting refers to when transactions are recorded regardless of the measurement focus applied.

Measurement focus:

Government-wide and proprietary fund financial statements

In the government-wide statement of net position and statement of activities, and the proprietary fund statements the *economic resources* measurement focus is applied. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets, deferred outflows, liabilities, and deferred inflows (whether current or noncurrent, financial, or nonfinancial) associated with their activities are reported.

Governmental fund financial statements

In the governmental fund financial statements, a *current financial resources* measurement focus is applied. Under this focus, only current financial assets, and liabilities, along with certain deferred outflows and deferred inflows, are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

Basis of accounting:

Government-wide and proprietary fund financial statements

In the government-wide statement of net position and statement of activities, and the proprietary fund financial statements the accrual basis of accounting is applied. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, deferred outflows, liabilities and deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements

In the governmental fund financial statements, the modified accrual basis of accounting is applied. Under this modified accrual basis of accounting, revenues are recognized when *measurable and available*. Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The City has defined "available" as collected within 60 days after year end. Sales and use taxes, franchise taxes, hotel/motel taxes, court fines, and interest are considered susceptible to accrual. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general long-term debt principal and interest, claims, and judgments, and accrued compensated absences, which are recorded as expenditures to the extent they have matured. Proceeds of general long-term debt and leases are reported as other financial sources.

Assets, deferred outflows, liabilities, deferred inflows and net position

Cash and cash equivalents

Cash and cash equivalents include all demand and savings accounts and certificates of deposits or short-term investments with an original maturity of three months or less. Investments in open-ended, mutual-fund money-market accounts are also considered cash equivalents and reported at the funds current share price.

Investments

Investments consist of certificates of deposit whose original maturing term exceeds three months and U.S. government securities. Investment in long-term U.S. government securities are carried at fair value from quoted market prices. All other investments are carried at cost or amortized cost.

Receivables

Material receivables in governmental funds and governmental activities include revenue accruals such as sales tax, franchise tax and grants and other similar intergovernmental revenues, since they are usually both measurable and available. Non-exchange transactions collectible, but not available, are deferred in accordance with GASB 33. Interest and investment earnings are recorded when earned, only if paid within 60 days, since they would be considered both measurable and available at the fund level.

Proprietary type funds, business-type activities and similar component unit's material receivables consist of all revenues earned at year end and not yet received. Utility accounts receivable and interest earnings comprise the majority of proprietary fund receivables.

Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable.

Leases Receivable

The City is a party as lessor for sixteen long-term leases of land and infrastructure. The corresponding leases receivable are recorded in an amount equal to the present value of the expected future minimum lease payments received or received, respectively, discounted by an applicable interest rate.

Deferred inflow of resources are recognized at the inception of leases in which the city is the lessor and are recorded in an amount equal to the corresponding lease receivable plus certain additional amounts received from the lessee at or before the commencement of the lease term that relates to future periods, less any lease incentives paid to, or on behalf of, the lessee at or before the commencement of the lease term. The inflow of resources is recognized in a systematic and rational manner over the term of the lease.

The total amount of inflows of resources, including lease revenue and interest revenue recognized during the fiscal year was $656,800.

Inventories

The City has chosen to record consumable materials and supplies as an asset when purchased and expended as consumed. Such inventory is valued at cost.

SBITAs

Implementation of New Accounting Guidance – On June 15, 2022, the Governmental Accounting Standards Board (GASB) issued Statement No. 96, "Subscription-Based Information Technology Arrangements" (SBITAs), which establishes accounting and financial reporting standards for subscription-based information technology arrangements. The new standard establishes a subscription-based asset and related liability on the statement of financial position for all applicable information technology arrangements. The accounting standard went into effect for reporting periods beginning after June 15, 2022. This City has implemented and adopted GASB Statement No. 96. See Note 3 relating to the adoption of the new SBITA standard.

Capital assets and depreciation

The accounting treatment of property, plant and equipment (capital assets) depends on whether the assets are used in governmental fund type or proprietary fund operations and whether they are reported in the government-wide or fund financial statements. Subscription based information technology arrangements are valued at the present value of future payments plus capitalizable implementation costs. SBITA assets are amortized over the shorter of useful life or the term of the associated contract.

Government-wide statements

In government-wide financial statements, property, plant, and equipment are accounted for as capital assets. The City's capitalization threshold is $5,000 for all capital assets with the exception of the Battle Creek Golf Course, which has a threshold of $2,500. All capital assets are valued at historical cost or estimated historical cost if actual is unavailable, except for donated capital assets which are recorded at their estimated fair value at the date of donation. General infrastructure assets (such as roads, bridges, and traffic systems) acquired prior to July 1, 2002, are reported at estimated historical cost using deflated replacement costs. The cost of normal maintenance and repairs to these assets that do not add materially to the value of the asset or materially extend the assets' useful lives are not capitalized. Interest costs, net of interest earned on any invested capital debt proceeds, are capitalized when incurred by proprietary funds.

Depreciation of all exhaustible capital assets is recorded as an operating expense in proprietary fund financial statements and an allocated expense in the statement of activities, with accumulated depreciation reflected in the statement of net position. Depreciation is provided over the assets' estimated useful lives using the straight-line method of depreciation. The range of estimated useful lives by type of asset is as follows:

Buildings	25 – 50 years
Other improvements	10 – 50 years
Infrastructure	25 – 50 years
Machinery and equipment	3 – 20 years

In the governmental fund financial statements, capital assets acquired are accounted for as capital outlay expenditures.

Restricted assets

Restricted assets include cash and investments of enterprise funds and business-type activities that are legally restricted as to their use. The primary restricted assets are related to utility customer deposits, revenue bonds, and Oklahoma Water Resources Board (OWRB) trustee accounts.

Long-term debt

Accounting treatment of long-term debt varies depending upon the source of repayment and the measurement focus applied, and whether the debt is reported in the government-wide or fund financial statements.

All long-term debts to be repaid from governmental activities, business-type activities, proprietary fund, and component unit resources are reported as liabilities as incurred. The long-term debt consists primarily of accrued compensated absences, judgments payable, liability for claims, general obligation bonds payable, notes payable, revenue notes payable and revenue bonds payable. This long-term debt is reported net of unamortized premiums, discounts, and amounts deferred from refundings.

Long-term debt of governmental funds is not reported as a liability in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest reported as expenditures.

Compensated absences

The City's policies regarding vacation and compensatory time permit employees to accumulate varying amounts as determined by management and contracts with employee groups. Sick leave does not vest to the employee.

The estimated liabilities for vested benefits also include salary-related payments such as employment taxes. Compensated absences are reported as accrued in the government-wide, proprietary, and component unit financial statements. Governmental funds report only the matured compensated absences payable to currently terminating or retiring employees.

Equity classifications:

Government-wide and proprietary fund financial statements

Equity is classified as net position and displayed in three components:

a. Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

b. Restricted net position – Consists of net position with constraints placed on the use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.

c. Unrestricted net position – All other net position that does not meet the definition of "restricted" or "net investment in capital assets."

It is the City's policy to first use restricted net position prior to the use of unrestricted net position when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

Governmental fund financial statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as follows:

1. Nonspendable – amounts not in spendable form, such as inventory legally or contractually required to be maintained intact.

2. Restricted – amounts constrained to be being used for a specific purpose by either external parties, constitutional provisions or enabling legislation.

3. Committed – amounts with constraint on use imposed by the government itself, using its highest level of decision-making authority that can be removed or changed only by taking the same action. The City's highest level of decision-making authority is made by ordinance.

4. Assigned – amounts intended to be used for specific purposes as expressed by the governing body or official authorized by the governing body.

5. Unassigned – amounts available for any purpose.

Internal and interfund balances and activities

In the process of aggregating the financial information for the government-wide financial statements, some amounts reported as interfund activity and balances in the fund financial statements have been eliminated or reclassified.

Government-wide financial statements:

1. Interfund balances – amounts reported in the fund financial statements as interfund receivables and payables are eliminated in the governmental and business-type activities columns of the Statement of Net Position, except for the net residual amounts due between governmental and business-type activities, which are reported as internal balances.

2. Internal activities – amounts reported as interfund transfers in the fund financial statements are eliminated in the government-wide statement of activities except for the net amount of transfers between governmental and business-type activities, which are reported as transfers – internal activities. The effects of interfund services between funds are not eliminated in the statement of activities.

3. Primary government and component unit activity and balances – resource flows between the primary government, the City and BAMA, are reported as if they were external transactions.

Fund financial statements

Interfund activity, if any, within and among the governmental and proprietary fund categories is reported as follows in the fund financial statements:

1. Interfund loans – amounts provided with a requirement for repayment are reported as interfund receivables and payables.

2. Interfund services – sales or purchases of goods and services between funds are reported as revenues and expenditures/expenses.

3. Interfund reimbursements – repayments from funds responsible for certain expenditures/expenses to the funds that initially paid for them are not reported as reimbursements but as adjustments to expenditures/expenses in the respective funds.

4. Interfund transfers – flow of assets from one fund to another where repayment is not expected are reported as transfers in and out.

Revenues, expenditures, and expenses

Sales tax

The City levies a 3.55% sales tax on taxable sales within the City. The sales tax is collected by the Oklahoma Tax Commission and remitted to the City in the month following receipt by the Tax Commission. The sales tax recorded is allocated 1.5 cent (42.3%) for General Fund operations, 1 cent (28.2%) for the Broken Arrow Municipal Authority, 0.5 cent (14.1%) for capital improvements, 0.25 cent (7%) for Street Sales Tax Fund, 0.15 cent (4.2%) for the Public Safety Sales Tax-Police Fund, and 0.15 cent (4.2%) for the Public Safety Sales Tax-Fire Fund. Sales tax resulting from sales occurring prior to year-end and received by the City after year end have been accrued and are included under the caption *due from other governments*, since they represent taxes on sales occurring during the reporting period.

Property tax

Under State law, municipalities are limited in their ability to levy a property tax. Such tax may only be levied to repay principal and interest on general obligation bonded debt approved by voters and any court-assessed judgments. At the present time, the City levies a property tax to fund the annual debt service requirements of the general obligation bonds and court-assessed judgments.

The property tax levy, as determined by the City's debt service needs, is submitted to the County Excise Board for approval. County assessors and elected officials determine the taxable value of real estate and personal property in the County. A State Board of Equalization hears complaints on real estate values with the power to equalize assessments. Under present State law, the ratio of assessed value to true value cannot be less than 11% or more than 13.5%.

Property taxes levied by the City are billed and collected by the County Treasurer's Office and remitted to the City in the month following collection. Property taxes are levied normally in October and are due in equal installments on December 31 and March 31. Property taxes unpaid for the fiscal year are attached by an enforceable lien on property in the following October. For the year ended June 30, 2024, the City's net assessed valuation of taxable property was $1,123,417,196. The taxes levied by the City per $1,000 of net assessed valuation for the year ended June 30, 2024, was $16.61.

Program revenues

In the statement of activities, revenues are derived directly from each activity or from parties outside the City's taxpayers and are reported as program revenues. The City has the following program revenues in each activity:

1. General government – Cemetery fees, licenses, permits, planning, and zoning fees; operating and capital grants and contributions including U.S. Department of Housing and Urban Development.

2. Public safety – Ambulance revenue, court fines, and administrative fees; operating and capital grants and contributions including U.S. Department of Justice, Federal Emergency Management Agency, and miscellaneous donations.

3. Public services – Operating and capital grants and contributions including Federal Emergency Management Agency, U.S. Department of Housing and Urban Development, motor fuel, and commercial vehicle intergovernmental revenues.

4. Culture and recreation – Park and recreation fees, swimming pool fees, rents, and royalties; operating and capital grants and contributions including Oklahoma Arts Council and miscellaneous donations.

Expenditures and expenses

In the government-wide statement of activities, expenses, including depreciation of capital assets, are reported by function or activity. In the governmental fund financial statements, expenditures are reported by class as current (further reported by function), capital outlay and debt service. In proprietary fund financial statements, expenses are reported by object or activity.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures.

Note 2 – Stewardship, Compliance and Accountability

By its nature as a local government unit, the City and its component units are subject to various federal, state, and local laws and contractual regulations.

Deposits and investments laws and regulations

In accordance with State law, all uninsured deposits of municipal funds in financial institutions must be secured with acceptable collateral valued at the lower of market or par. Acceptable collateral includes certain U.S. Government or Government Agency securities, certain State of Oklahoma or political subdivision debt obligations or surety bonds. As required by 12 U.S.C.A., Section 1823(e), all financial institutions pledging collateral to the City must have a written collateral agreement approved by the board of directors or loan committee.

Investments of the City (excluding Public Trusts) are limited by State law to the following:

1. Direct obligations of the U.S. Government, its agencies, and instrumentalities to which the full faith and credit of the U.S. Government is pledged, or obligations to the payment of which the full faith and credit of the State of Oklahoma is pledged.

2. Certificates of deposit or savings accounts that are either insured or secured with acceptable collateral with in-state financial institutions, and fully insured certificates of deposit or savings accounts in out-of-state financial institutions.

3. With certain limitations, negotiable certificates of deposit, prime banker's acceptances, prime commercial paper and repurchase agreements.

4. County, municipal or school district tax supported debt obligations, bond or revenue anticipation notes, money judgments, or bond or revenue anticipation notes of public trusts whose beneficiary is a county, municipality, or school district.

5. Notes or bonds secured by mortgage or trust deed insured by the Federal Housing Administrator and debentures issued by the Federal Housing Administrator, and in obligations of the National Mortgage Association.

6. Money market funds regulated by the SEC and in which investments consist of the investments mentioned in the previous paragraphs 1, 2, 3, and 4.

Public trusts created under O.S. Title 60, are not subject to the above-mentioned investment limitations and are primarily governed by any restrictions in their trust or bond indenture.

Debt restrictions and covenants

Other long-term debt

As required by the Oklahoma State Constitution, the City (excluding Public Trusts) may not incur any indebtedness that would require payment from resources beyond the current fiscal year revenue, without first obtaining voter approval. During Fiscal Year 2024, the City issued General Obligation Bonds Series 2023 in the amount of $35,000,000, which were approved by the citizens of the City.

Revenue bond and promissory note debt

The various bond and note indentures relating to the revenue bond and promissory note issuances of the Broken Arrow Municipal Authority contain a number of restrictions or covenants that are financial related. These include covenants such as a required flow of funds through special accounts, a debt service coverage requirement and required reserve account balances. The following schedule presents a brief summary of the most significant requirements and the Authority's level of compliance thereon as of June 30, 2024.

Requirement	Level of Compliance

a. Flow of Funds:

OWRB Loans: • Utility Revenue Fund • Sales Tax Fund • Operation and Maintenance Fund • Bond Fund (interest, principal, and reserve accounts)	All funds, except for a separate Utility Revenue Fund have been established. Utility revenue is deposited directly into O & M Fund. Method of actual transfers of funds is not made specifically in accordance with bond covenants; however, the end result of the flow of funds is being accomplished.

b. Reserve Account Requirement:
OWRB Loans:

• Account balance on the 2015 OWRB note payable should equal $849,706.	Account balance at June 30, 2024, for the 2015 OWRB note payable is $849,706.
• Account balance on the 2019 BAEDA note payable should equal $500,000.	Account balance at June 30, 2024, for the 2019 BAEDA note payable is $500,000.

c. Revenue Bond Coverage:

OWRB Loans and Sales Tax Revenue Note: • Net revenues of the Authority plus 125% of maximum annual debt service of all obligations on a parity with the OWRB 2004, 2007, 2012, 2015, 2016 A&B, 2017 A&B, 2018, 2019 A&B, 2020 A,B&C, 2021, 2023 notes and 2019, 2021 and 2023 Sales Tax Revenue Notes.	Maximum annual debt service on all parity debt is $12,975,165. Coverage is 315%.

Fund equity/net position restrictions

Fund equity deficit

Title 11, section 17-211 of the Oklahoma statutes prohibits the creation of a deficit fund balance in any individual fund of the City (excluding Public Trusts). The City had no fund balance deficits at June 30, 2024.

Workers Compensation internal service fund has a net position deficit of $383,786 primarily due to actuarially determined unfunded liabilities. It is the City's intent to fund the liabilities as soon as economically feasible.

Budgetary compliance

The City prepares its annual operating budget under the provisions of the Municipal Budget Act (the Budget Act). In accordance with those provisions, the following process is used to adopt the annual budget.

a. Prior to June 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following July 1.

b. Public hearings are conducted to obtain citizen comments. At least one public hearing must be held no later than 15 days prior to July 1.

c. Subsequent to the public hearings, but no later than seven days prior to July 1, the budget is adopted by resolution of the City Council.

d. By July 1, the adopted budget is filed with the Office of State Auditor and Inspector.

All funds of the City with revenues and expenditures are required to have annual budgets. The legal level of control at which expenditures may not legally exceed appropriations is the departmental level.

All transfers of appropriations between departments and supplemental appropriations require City Council approval. The City Manager may transfer appropriations within a department without City Council approval. Budget supplements must also be filed with the Office of State Auditor and Inspector.

In accordance with Title 60 of the Oklahoma State Statutes, all of the City's Title 60 Public Trusts (accounted for as enterprise funds and similar component units) are required to prepare an annual budget and submit a copy to the City as beneficiary. However, there are no further requirements such as form of budget, approval of the budget or definition of a legal level of control.

For the year ended June 30, 2024, the City complied in all material respects with the applicable budget laws relating to expenditures and appropriations at the legal level of control.

Note 3 – Detail Notes on Transaction Classes/Accounts

The following notes present detail information to support the amounts reported in the basic financial statements for the City's various assets, deferred outflows, liabilities, deferred inflows, equity, revenues, and expenditures/expenses. The City's policies and applicable laws regarding investments are discussed in Notes 1 and 2.

Deposits

As of June 30, 2024, the City held the following deposits and investments:

				Maturities in Years		
Primary Government:			**Carrying Value**	**On Demand**	**Less than One**	**1-5**
Deposits:						
Cash on hand			$ 4,163	$ 4,163	$ -	$ -
Demand deposits			150,515,231	150,515,231	-	-
Time deposits - certificate of deposits			44,711,871	-	44,711,871	-
	Credit Rating	Fair Value Categories				
Investments:						
United States Treasury Notes/Bills	AAA	Level I	97,384,705	-	97,384,705	-
Judgments	N/A	N/A	636,000	-	636,000	-
Total deposits and investments			$ 293,251,970	$ 177,076,292	$ 142,732,576	$ -
Reconciliation to Statement of Net Position:						
Cash and cash equivalents			$ 150,518,542			
Investments			142,719,644			
			$ 293,238,186			
Component Units:						
Broken Arrow Home Finance Authority			$ 2,786			
Broken Arrow Hospital Authority			10,998			
			$ 13,784			

Interest rate risk. The City's investment policy allows the City to invest in any securities authorized by the State of Oklahoma Statutes, Title 62, Section 348.1-348.3. The City attempts to match investment maturities with expected cash flow requirements and will generally invest in securities with maturities of three years or less.

Credit risk. In accordance with state statute, the City is required to collateralize uninsured deposits with financial institutions with a minimum-security pledge of 110% of acceptable securities. Certificates of deposit above include no under collateralized investments.

Concentration of credit risk. The City's investment policy restricts a single issuer to hold no more than 50% of the City's total investments.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Interest rate swap agreement

In May 2004, the City entered into a twenty-year interest rate swap agreement as a cash flow hedge for $15,035,000 of its variable rate portion of a Construction and Term loan. The City owes interest on this portion of the loan at a variable rate of SOFR plus 100 basis points not to exceed 6.2975%. The counterparty to the swap agreement owes the City interest if the SOFR rate exceeds 6.2975%. The counterparty has not made any payments to the City since the SOFR rate has not yet exceeded 6.2975%. The objective of the hedge is to cap the interest rate paid at 6.2975% plus 100 basis points (7.2975%). The City has achieved that objective and is reporting the derivative under hedge accounting standards. The interest rate swap liability is measured at fair value and is considered a level 2 valuation. The notional amount of the hedging derivative at June 30, 2024 is $2,080,000.

The expected future net cash flows of the hedging derivative are as follows:

Year Ending June 30,	Assumed Interest Rate	Hedging Derivative Cash Flow
2025	< 6.2975%	(8,610)
2026	< 6.2975%	(8,302)
Total		$ (16,912)

Accounts receivable

Other receivables of the governmental activities include customers' ambulance services provided, court receivables and other receivables, reported net of allowance for uncollectible amounts. Accounts receivable of the business-type activities includes customers' utilities services provided, both billed and unbilled, and other receivables, reported net of allowance for uncollectible amounts.

	Governmental Activities	Business-Type Activities
Accounts receivable	$ -	$ 11,354,066
Accounts receivable-ambulance	3,968,048	-
Accounts receivable-court	2,684,248	-
Accounts receivable-other	1,387,180	-
Less: allowance for uncollectible accounts	(5,369,398)	(1,060,314)
Other receivables, net of allowance	$ 2,670,078	$ 10,293,752

Lease receivables:

The City as a lessor, has entered into lease agreements involving infrastructure and land. The total amount of inflows of resources, including lease revenue and interest revenue recognized during the fiscal year was $656,780. Lease receivable balances at June 30, 2024, were as follows:

	Governmental Activities
Tower Holdings	$ 328,945
New Cingular	60,448
SW Bell AT&T	374,595
Sprint	70,278
T-Mobile Elm	575,798
T-Mobile Tiger Hill	544,435
T-Mobile	155,240
Bass Pro	348,436
Sprint	222,108
American Tower	511,544
Verizon Lion's Park	509,317
Verizon Rhema Park	632,326
Verizon Elm & Albany	444,489
Tower Holdings	327,121
Verizon Kenosha	33,164
US Cellular	2,626,981
Total Lease Receivable-Governmental	$ 7,765,225

Restricted assets

The amounts reported as restricted assets of the enterprise funds on the proprietary funds statement of net position are comprised of cash and investments held by the trustee bank on behalf of the various public trusts (authorities) related to their required revenue bond and note accounts as described in Note 2. The restricted assets as of June 30, 2024, were as follows:

Type of Restricted Assets	Current Cash and Cash Equivalents	Noncurrent Cash and Cash Equivalents	Total
BAMA			
Revenue bond and note trustee accounts	$ 45,997,873	$ 849,706	$ 46,847,579
Meter deposits	203,047	752,760	955,807
Total BAMA	$ 46,200,920	$ 1,602,466	$ 47,803,386
BAEDA			
Revenue bond and note trustee accounts	$ 26,031,175	$ 500,000	$ 26,531,175
Total BAEDA	$ 26,031,175	$ 500,000	$ 26,531,175

Capital assets

Capital asset activity for the fiscal year ended June 30, 2024, was as follows:

	Balance at June 30, 2023	Additions	Deductions	Balance at June 30, 2024
Governmental activities:				
Nondepreciable capital assets:				
Land	$ 39,215,676	$ 729,196	$ -	$ 39,944,872
Construction-in-progress	73,892,607	17,938,429	(14,105,892)	77,725,144
Total nondepeciable assets at historical cost	113,108,283	18,667,625	(14,105,892)	117,670,016
Depreciable capital assets:				
Buildings	76,405,859	4,150,415	-	80,556,274
Improvements	63,390,492	705,464	-	64,095,956
Machinery and equipment	60,846,303	5,313,711	(230,636)	65,929,378
Infrastructure	273,889,437	9,773,899	-	283,663,336
Total depreciable assets at historical cost	474,542,091	19,943,489	(230,636)	494,244,944
Less accumulated depreciation:				
Buildings	(23,131,432)	(1,917,239)	-	(25,048,671)
Improvements	(23,778,215)	(2,609,175)	-	(26,387,390)
Machinery and equipment	(37,551,798)	(4,968,888)	230,636	(42,290,050)
Infrastructure	(118,875,845)	(6,144,341)	-	(125,020,186)
Total accumulated depreciation	(203,347,290)	(15,639,643)	230,636	(218,746,297)
Intangible assets:				
Subscription assets	211,126	-	-	211,126
Total intangible assets being amortized	211,126	-	-	211,126
Less accumulated amortization:				
Subscription assets	(52,782)	(49,611)	-	(102,393)
Total accumulated amortization	(52,782)	(49,611)	-	(102,393)
Total assets, net	271,353,145	4,254,235	-	275,607,380
Governmental activities assets, net	$ 384,461,428	$ 22,921,860	$ (14,105,892)	$ 393,277,396

Capital assets – *(continued)*

	Balance at June 30, 2023	Additions	Deductions	Balance at June 30, 2024
Business-type activities:				
Nondepreciable:				
Land	$ 8,198,205	$ 7,002,691	$ -	$ 15,200,896
Construction-in-progress	36,534,430	11,424,088	(4,165,267)	43,793,251
Total nondepeciable assets at historical cost	44,732,635	18,426,779	(4,165,267)	58,994,147
Depreciable:				
Buildings	7,472,999	256,546	-	7,729,545
Improvements	272,446,273	19,917,974	-	292,364,247
Machinery and equipment	29,180,349	3,664,585	(32,202)	32,812,732
Infrastructure – drainage	123,643,165	-	-	123,643,165
Total depreciable assets at historical cost	432,742,786	23,839,105	(32,202)	456,549,689
Less accumulated depreciation:				
Buildings	(5,291,909)	(166,872)	-	(5,458,781)
Improvements	(167,352,480)	(5,822,132)	-	(173,174,612)
Machinery and equipment	(18,264,060)	(3,047,906)	17,225	(21,294,741)
Infrastructure – drainage	(34,667,977)	(5,260,975)	-	(39,928,952)
Total accumulated depreciation	(225,576,426)	(14,297,885)	17,225	(239,857,086)
Net depreciable assets	207,166,360	9,541,220	(14,977)	216,692,603
Business-type capital assets, net	$ 251,898,995	$ 27,967,999	$ (4,180,244)	$ 275,686,750

Depreciation and amortization expense was charged to function in the statement of activities as follows:

Depreciation expense charged to governmental activities:	
General government	$ 3,656,420
Public safety	3,181,146
Public services	8,193,254
Culture and recreation	608,823
Total government activities depreciation expense	$ 15,639,643
Amortization expense charged to governmental activities:	
General government	$ 49,611
Total government activities amortization expense	$ 49,611

Depreciation expense charged to business-type activities:		
Water	$	9,176,464
Sewer		2,117,358
Sanitation		416,544
Stormwater management		2,502,995
Economic development		11,835
Golf		72,689
Total business-type activities depreciation expense	$	14,297,885

Investment in joint venture

As discussed in Note 1, the City participates (with equity interest) in the general operations portion of the Regional Metropolitan Utility Authority (RMUA). The City of Broken Arrow and the City of Tulsa each maintain approximately 50% equity interest in the Haikey Creek portion of the RMUA. The City of Broken Arrow makes annual capital contributions to the joint venture in addition to making payments to RMUA for wastewater treatment services. For the year ended June 30, 2024, the "investment in joint venture" balance changed as follows:

Beginning investment in joint venture	$ 38,091,081
Current year change	(148,757)
Ending investment in joint venture	$ 37,942,324

Long-term debt

The reporting entity's long-term debt is segregated between the amounts to be repaid from governmental funds (governmental activities long-term debt) and amount to be repaid from proprietary funds (business-type activities debt).

Governmental activities long-term debt

As of June 30, 2024, the governmental activities long-term debt consisted of the following:

$12,000,000 General Obligation Bonds Series 2012, due in annual installments of $630,000, final installment of $660,000 due November 1, 2032, with interest rates at 1.00% to 4.00%	$5,700,00
$6,200,000 General Obligation Bonds Series 2013B, due in annual installments of $325,000, final installment of $350,000 due December1, 2033, with interest rates at 1.00% to 4.00%	3,275,000
$11,705,000 General Obligation Bonds Series 2014A, due in annual installments of $615,000, final installment of $635,000 due December 1, 2034, with interest rates at 3.00% to 5.00%	6,785,000
$3,175,000 General Obligation Bonds Series 2014B, due in annual installments of $350,000, final installment of $375,000 due December 1, 2024, with interest rates at 2.00% to 3.00%	375,000
$11,575,000 General Obligation Bonds Series 2016A, due in annual installments of $605,000, final installment of $685,000 due January 1, 2036, with interest rates at 2.00% to 4.00%	7,340,000

$6,625,000 General Obligation Bonds Series 2016B, due in annual installments of $345,000, final installment of $341,000 due January 1, 2036, with interest rates at 2.50% to 3.250%	4,210,000
$18,720,000 General Obligation Refunding Bonds Series 2016D, due in annual installments ranging from $20,000 to $1,265,000 commencing October 1, 2020, final installment due October 1, 2044, with interest rates at 2.00% to 5.00%	12,810,000
$18,755,000 General Obligation Bonds Series 2018A, due in annual installments of $985,000, final installment of $1,025,000 due May 1, 2038, final installment due October 1, 2044, with interest rates at 2.00% to 4.00%	13,830,000
$10,860,000 General Obligation Bonds Series 2018B, due in annual installments of $570,000, final installment of $600,000 due December 1, 2038, with interest rates at 3.00% to 4.00%	8,580,000
$11,500,000 General Obligation Bonds Series 2018C, due in annual installments of $605,000, final installment of $610,000 due December 1, 2038, with interest rates at 3.00% to 4.00%	9,080,000
$23,250,000 General Obligation Bonds Series 2019A, due in annual installments of $1,220,000, final installment of $1,290,000 due December 1, 2039, with interest rates at 2.00% to 3.00%	19,590,000
$3,280,000 General Obligation Bonds Series 2019B, due in annual installments varying from $645,000 to $675,000, final installment of $645,000 due December 1, 2024, with interest rates at 4.00% (Issued to refund the 2009C and 2009D GO Bonds)	645,000
$6,395,000 General Obligation Bonds Series 2019C, due in annual installments varying from $540,000 to $615,000, final installment of $540,000 due August 1, 2030, with interest rates at 1.65% to 2.75% (Issued to refund the 2010B GO Bonds)	3,965,000
$10,060,000 General Obligation Bonds Series 2020A, due in annual installments varying from $770,000 to $1,140,000, final installment of $770,000 due August 1, 2031, with interest rates at 0.45% to 1.91% (Issued to refund the 2011 A&B GO Bonds)	6,935,000
$19,000,000 General Obligation Bonds Series 2020B, due in annual installments of $1,000,000, final installment due December 1, 2040, with interest rates at 2.00%	17,000,000
$1,000,000 General Obligation Bonds Series 2020C, due in annual installments of $250,000, final installment due December 1, 2025, with interest rates at 1.00% to 2.00%	500,000
$19,500,000 General Obligation Bonds Series 2021A, due in annual installments of $1,025,000, final installment of $1,050,000 due December 1, 2041, with interest rates at 0.50% to 3.00%	18,475,000
$1,000,000 General Obligation Bonds Series 2021B, due in annual installments of $110,000, final installment of $120,000 due December 1, 2031, with interest rates at 1.25% to 2.00%	890,000
$40,000,000 General Obligation Bonds Series 2022, due in annual installments of $2,105,000, final installment of $2,110,000 due September 1, 2042, with interest rates at 2.50% to 4.00%	40,000,000

$35,000,000 General Obligation Bonds Series 2023B, due in annual installments varying between $1,922,300 and $3,332,200, final installment of $1,922,300 due November 1, 2043, with interest rates at 4.00%	35,000,000
Total general obligation bonds	$ 214,985,000
Unamortized premium on bonds	3,729,645
Total general obligations bonds	$ 218,714,645
Current portion	$ 13,935,000
Noncurrent portion	201,050,000
Total general obligations bonds	$ 214,985,000

Notes payable-direct borrowings

$765,000 Note with BOK Financial Equipment Finance dated 1-15-20, secured by equipment, due in annual payments of $205,265, with interest at 2.89%, final installment due April 1, 2024. In the event of default, the lender may: 1) declare agreement in default; 2) require City to deliver equipment to point of origin; 3) repossess and sell or lease collateral; 4) file suit to enforce or enjoin action or inaction of parties under provisions of the note.	$0
$20,300,000 Construction and Term Loan with Bank of America dated May 10, 2004, assumed by the City on May 19, 2004. Converted to term loan effective November 1, 2005, due in semi-annual installments ranging from $15,000 to $925,000, final installment due November 1, 2025, with interest at the six-month LIBOR rate plus 1.0% (0.081% at June 30, 2020), secured by real and personal property, assignment of rents and leases and a Sales Tax Pledge agreement of sales tax levied by City Ordinance No. 432 in the amount of $2,750,000 annually. In the event of default, the lender may: 1) accelerate indebtedness, termination; 2) enforce or assign rents; 3) foreclose, including judicial foreclosure and power of sale; 4) declare rights of enforcement with respect to collateral or any part thereof under the UCC; 5) pursue lawsuits; 6) enter property, or any part thereof, and take possession of property; 7) terminate commitment to lend; 8). pursue any and all other rights and remedies available under loan documents, at law or in equity.	2,358,037
Total Notes payable	$ 2,358,037
Current portion	$ 1,638,037
Noncurrent portion	720,000
Total notes payable	$ 2,358,037

Accrued compensated absences

Accrued compensated absences reported in the governmental activities are comprised of accrued vacation leave and compensatory time

Current portion	$ 3,693,305
Noncurrent portion	1,846,652
Total accrued compensated absences	$ 5,539,957

Judgments payable

$38,000 judgment in favor of Jimmy Bailey, held by sinking fund, final maturity March 2026, with interest at 7.00%	$ 25,333
$12,500 judgment in favor of Thomas H. Bryan, held by sinking fund, final maturity March 2026, with interest at 10.50%	12,500
$45,000 judgment in favor of Sigfredo Hernandez, held by sinking fund, final maturity March 2026, with interest at 10.50%	45,000
$45,000 judgment in favor of Kari Cecil, held by sinking fund, final maturity March 2026, with interest at 10.50%	45,000
$230,500 judgment in favor of Jack Beighle, held by sinking fund, final maturity March 2026, with interest at 10.50%	230,500
$265,000 judgment in favor of Hoey Construction, held by sinking fund, final maturity March 2026, with interest at 10.50%	265,000
Total judgments payable	$ 623,333
Current portion	$ 212,000
Noncurrent portion	411,333
Total judgments payable	$ 623,333

Other claims payable

Actuarial determined automotive and general liability payable, funded by General Fund resources, reported in the governmental activities at June 30, 2024

Current portion	$ 492,000
Noncurrent portion	725,000
Total automotive and general insurance liabilities	$ 1,217,000

Claims payable

Actuarial determined workers compensation and health claims, funded by General Fund resources, reported in the governmental activities at June 30, 2024

Current portion	$ 2,125,000
Noncurrent portion	1,290,200
Total claims payable	$ 3,415,000

Total OPEB liability

Current portion	$ -
Noncurrent portion	1,103,990
Total other post-employment benefit obligation	$ 1,103,990

Subscription liability

The City has entered into subscription-based information technology arrangements involving software related to public safety for a term of 4 years. There were no variable payments made during FY 22-23 related to the arrangements.

Current portion	$ 53,398
Noncurrent portion	7,794
Total subscription liability	$ 61,192

Business-type activities long-term debt

The Broken Arrow Municipal Authority's notes payable to the Oklahoma Water Resources Board are secured by utility revenues and pledged sales tax. In the event of default, the lender may: 1) file suit for specific performance of any or all of the covenants; 2) accelerate indebtedness; 3) appoint temporary trustees to take over, operate, maintain the System on a profitable basis; 4) pursue any available remedy by suit at law or equity. The notes are subject to maximum annual debt service requirement coverage of at least 125%. Coverage at June 30, 2024, was 315%.

As of June 30, 2024, the long-term debt payable from enterprise fund resources consisted of the following:

Notes payable-direct borrowings

2004 Drinking Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount of $11,500,000, dated August 2004, by Broken Arrow Municipal Authority, secured by utility revenues and pledged sales tax, interest rate at 3.5%, final maturity September 2025	$78,935
2012 Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $6,540,000 dated December 4, 2012, by Broken Arrow Municipal Authority, providing for construction, inspection, and design of improvements to the Haikey Creek wastewater treatment plant, secured by pledged sales tax, interest rate at 2.01%, final maturity September 2034	4,300,599
2015 Note Payable to Oklahoma Water Resources Board, original amount $11,900,000 dated July 30, 2015, by Broken Arrow Municipal Authority, providing for engineering, design and construction of various water and sewer projects, secured by pledged sales tax with interest rates at 2.20% to 4.04%, final maturity September 2035	8,045,000

2016 Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $6,700,000 dated August 12, 2016, by Broken Arrow Municipal Authority, providing for construction and installation of various capital improvements at the Haikey Creek wastewater treatment plant, secured by pledged sales tax, interest rate at 1.96%, final maturity September 2038	4,222,543
2017A Note payable to Oklahoma Water Resources Board, original amount $6,505,000 dated February 1, 2017, by Broken Arrow Municipal Authority, providing for construction of Haikey Creek capital improvements, secured by pledged sales tax, interest rates at 2.20% to 5.20%, final maturity September 2046	5,800,000
2017B Note payable to Oklahoma Water Resources Board, original amount $18,565,000 dated February 1, 2017, by Broken Arrow Municipal Authority, providing for construction of improvement to the sanitary sewer system, secured by pledged sales tax, interest rates at 2.20% to 5.20%, final maturity September 2044	17,235,000
2018 Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $2,100,000 dated January 11, 2018, by Broken Arrow Municipal Authority, providing for Phase II of automated water meter project, secured by pledged sales tax, interest rate at 1.80%, final maturity March 2025	435,404
2018D Note payable to Oklahoma Water Resources Board, original amount $19,770,000 dated October 25, 2018, by Broken Arrow Municipal Authority, providing for engineering, design and construction of various water and sewer projects, secured by pledged sales tax, interest rates at 4.20% to 5.20%, final maturity September 2048	19,470,000
2019A Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $4,255,000 dated January 24, 2019, by Broken Arrow Municipal Authority, providing for construction of improvements to the sanitary sewer system, secured by pledged sales tax, interest rate at 2.57%, final maturity September 2046	4,130,298

2019B Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $11,415,000 dated June 10, 2019, by Broken Arrow Municipal Authority, providing for construction of improvements to the sanitary sewer system, secured by pledged sales tax, interest rate at 2.09%, final maturity March 2041	10,495,377
2020A Note payable to Oklahoma Water Resources Board, original amount $26,335,000 dated October 1, 2020, by Broken Arrow Municipal Authority, providing for the refinancing of the 2012 OWRB FAP note, secured by utilities and pledged sales tax, interest rates at 0.509% to 2.625%, final maturity September 2040	24,995,000
2020B Note payable to Oklahoma Water Resources Board, original amount $7,585,000 dated October 1, 2020, by Broken Arrow Municipal Authority, providing for engineering, design and construction of various water and sewer projects, secured by utilities and pledged sales tax, interest rates at 4.20%, final maturity September 2050	7,440,000
2020C Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $19,695,000 dated October 22, 2020, by Broken Arrow Municipal Authority, providing for engineering, design and construction of various water and sewer projects, secured by utilities and pledged sales tax, interest rate at 1.82%, final maturity September 2050	17,336,408
2019 Utility System & Sales Tax Revenue Note payable to BOK Financial, original amount $5,675,000 dated November 22, 2019, by Broken Arrow Municipal Authority, providing for the refunding of the 2009 and 2011 OWRB loans, secured by utilities and pledged sales tax, interest rate at 2.54%, final maturity April 2032	3,870,000
2020 Term Loan Facility Agreement Note payable to Closed Loop Fund, LP, original amount $2,600,000 dated December 25, 2020, by Broken Arrow Municipal Authority, providing for the purchase of sanitation equipment, secured by said equipment, interest rate at 0.00%, final maturity December 2028. In the event of default, the lender may: 1) charge interest on overdue amount at an annual rate of 2%; 2) require reimbursement of legal fees.	1,300,000
2022 Term Loan Facility Agreement Note payable to Closed Loop Fund, LP, original amount $1,000,000 dated May 30, 2022, by Broken Arrow Municipal Authority, providing for the purchase of sanitation equipment, secured by said equipment, interest rate at 0.00%, final maturity December 2027. In the event of default, the lender may: 1) charge interest on overdue amount at an annual rate of 2%; 2) require reimbursement of legal fees.	626,866
2021B Note payable to Oklahoma Water Resources Board, original amount $3,435,000 dated December 22, 2021, by Broken Arrow Municipal Authority, providing for engineering, design and construction of various water and sewer projects, secured by utilities and pledged sales tax, interest rate at 3.2%, final maturity October 2051	3,435,000
2021C Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $16,285,000 dated December 21, 2021, by Broken Arrow Municipal Authority, engineering design and construction of various water and sewer projects, secured by utilities and pledged sales tax, interest rate at 1.78%, final maturity March 2053	9,346,302
2023 Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $18,805,000 dated September 23, 2023, by Broken Arrow Municipal Authority, providing for engineering, design, and construction of various sewer projects, secured by utilities and pledged sales tax, interest rate at 2.92%, final maturity September 2054	939,171

2023A Utility System & Sales Tax Revenue Note Tax-Exempt Series payable to BOK Financial, original amount $21,497,000 dated January 3, 2023, by Broken Arrow Municipal Authority, providing for the refunding of the 2021A Utility System & Sales Tax Revenue Note, secured by utilities and pledged sales tax, interest rate at 2.03%, final maturity March 2034	18,997,000
Total Notes Payable	$ 181,683,903
Unamortized premium on notes payable	5,198,827
Total Notes Payable	$ 186,882,730
Current portion	$ 7,346,019
Noncurrent portion	179,764,960
Total Notes Payable	186,882,730

Total OPEB liability

Current portion	$ -
Noncurrent portion	435,132
Total other post-employment benefit obligation	$ 435,132

Accrued compensated absences

Accrued compensated absences reported in the business-type activities are comprised of accrued vacation leave and compensatory time.

Current portion	$ 729,842
Noncurrent portion	212,265
Total accrued compensated absences	$ 942,107

Customer meter deposit reserves

Current portion	$ 203,047
Noncurrent portion	752,760
Total customer meter deposit reserves	$ 955,807

Broken Arrow Economic Development Authority (BAEDA)-Direct Borrowing

Taxable Series 2019 Tax Increment Revenue Note payable, original amount $7,565,000 dated March 29, 2019, by Broken Arrow Economic Development Authority, for the purpose of refunding the 2010 Promissory Note to BOK dated November 15, 2010, funding the reserve requirement of the note, and paying certain costs of issuance. The Agreement allowed for total borrowing up to $7,565,000 and is secured by the tax increment financing revenue and the funds in the BAEDA 2019 Reserve Account. The note calls for semi-annual principal payments ranging from $365,000 to $485,000 commencing April 1, 2019, together with interest at 3.35%. Currently, TIF revenues generated from the Broken Arrow FlightSafety and Downtown Economic Development District No. One is the source of repayment for this debt.	$3,220,000
	14,615,000

Taxable Series 2021 Tax Increment Revenue Note payable, original amount $15,525,000 dated June 29, 2021, by Broken Arrow Economic Development Authority, for the purpose of paying costs of the project as described in the South Broken Arrow Economic Development Project Plan and paying certain costs of issuance. The Agreement allowed for total borrowing up to $15,525,000 and is secured by the tax increment financing revenue. The note calls for semi-annual principal payments ranging from $440,000 to $570,000 commencing July 1, 2023, together with interest at 2.67%. Currently, TIF revenues generated from the South Broken Arrow TIF District are the source of repayment for this debt.	
Taxable Series 2024A Tax Increment Revenue Note payable, original amount $4,125,000 dated June 14, 2024, by Broken Arrow Economic Development Authority, for the purpose of paying costs of the project as described in the South Broken Arrow Economic Development Project Plan and paying certain costs of issuance. The Agreement allowed for total borrowing up to $4,125,000 and is secured by the tax increment financing revenue. The note calls for semi-annual principal payments ranging from $75,000 to $265,000 commencing June 1, 2026, together with interest at 2.67%. Currently, TIF revenues generated from the South Broken Arrow TIF District are the source of repayment for this debt.	4,125,000
Taxable Series 2024B Tax Increment Revenue Note payable, original amount $21,240,000 dated June 14, 2024, by Broken Arrow Economic Development Authority, for the purpose of paying costs of the project as described in the South Broken Arrow Economic Development Project Plan and paying certain costs of issuance. The Agreement allowed for total borrowing up to $21,240,000 and is secured by the tax increment financing revenue. The note calls for semi-annual principal payments ranging from $600,000 to $1,285,000 commencing June 1, 2026, together with interest at 5.15%. Currently, TIF revenues generated from the South Broken Arrow TIF District are the source of repayment for this debt.	21,240,000
Total TIF notes payable	$ 43,200,000

Current portion	$ 1,835,000
Noncurrent portion	41,365,000
Total TIF notes payable	$ 43,200,000

Changes in long-term liabilities

The following is a summary of changes in long-term liabilities for the year ended June 30, 2024:

	Balance June 30, 2023	Additions	Deductions	Balance June 30, 2024	Amount due in one year
Governmental Activities:					
General obligation bonds	$ 192,505,000	$ 35,000,000	$ 12,520,000	$ 214,985,000	$ 13,935,000
Notes payable-direct borrowings	4,192,536	-	1,834,499	2,358,037	1,638,037
Accrued Compensated Absences	3,890,226	1,649,731	-	5,539,957	3,693,305
Judgments payable	598,000	1,407,333	38,000	1,967,333	1,556,000
Automotive and general liability	1,217,000	1,000	-	1,218,000	492,000
Claims payable	3,630,200	13,885,810	14,101,010	3,415,000	2,125,000
Subscription liability	110,803	-	49,611	61,192	53,398
	$ 203,226,661	$ 51,943,874	$ 28,543,120	$ 229,544,519	$ 23,492,740
Add:					
Unamortized premium				3,729,645	306,816
Net pension liability				60,704,784	-
Total OPEB liability				1,103,990	-
Total Derivative Investment Liability-Interest Rate Swap				16,912	-
				$ 295,099,850	$ 23,799,556

	Balance June 30, 2023	Additions	Deductions	Balance June 30, 2024	Amount due in one year
Business-type Activities:					
Bonds, Notes and Loans Payable-direct borrowings	$ 164,291,409	$ 25,056,484	$ 12,297,430	$ 177,050,463	$ 7,820,855
BAEDA-Notes Payable-direct borrowings	19,595,000	25,365,000	1,760,000	43,200,000	1,835,000
Accrued Compensated Absences	820,680	121,427	-	942,107	729,842
	$ 184,707,089	$ 50,542,911	$ 14,057,430	$ 221,192,570	$ 10,385,697
Add:					
Unamortized premium				5,198,827	228,249
Total OPEB liability				435,132	-
Customer Meter Deposit Reserves	1,029,633	98,401	172,227	955,807	203,047
				$ 227,782,336	$ 10,816,993

Annual debt service requirements – primary government

The annual debt service requirements to maturity, including principal and interest, for long-term debt, excluding accrued compensated absences, claims payable and customer meter deposit reserves, of the primary government as of June 30, 2024, are as follows:

Governmental Activities

	General Obligation Bonds		Notes Payable-Direct Borrowings	
Year Ending June 30,	Principal	Interest	Principal	Interest
2025	$ 13,935,000	$ 7,303,735	$ 1,638,037	$ 140,698
2026	14,720,000	6,169,493	720,000	26,272
2027	14,445,000	5,752,117	-	-
2028	14,420,000	5,327,237	-	-
2029	14,385,000	4,908,968		
2030-2034	67,540,000	18,461,896	-	-
2035-2039	51,485,000	8,689,782	-	-
2040-2044	22,175,000	1,825,650	-	-
2044-2049	1,880,000	42,300	-	-
Total	$ 214,985,000	$ 58,481,179	$ 2,358,037	$ 166,970

Governmental Activities

	Judgments Payable		Subscriptions Liability	
Year Ending June 30,	Principal	Interest	Principal	Interest
2025	$ 212,000	$ 65,198	$ 53,398	$ 2,512
2026	212,000	43,063	55,335	1,301
2027	199,333	20,930	-	-
2028	-	-	-	-
2029				
2030-2034	-	-	-	-
2035-2039	-	-	-	-
2040-2044	-	-	-	-
2044-2049	-	-	-	-
Total	$ 623,333	$ 129,191	$ 108,733	$ 3,813

	Business-Type Activities	
	Bonds, Notes & Loans Payable-Direct Borrowings	
Year Ending June 30,	Principal	Interest
2025	$ 8,952,770	$ 7,720,388
2026	10,476,378	8,065,009
2027	11,966,203	7,775,591
2028	11,489,689	7,508,763
2029	11,049,668	7,050,757
2030-2034	60,920,412	29,404,120
2035-2039	58,083,611	18,658,977
2040-2044	35,200,000	11,032,678
2044-2049	28,655,000	5,415,948
2050-2054	18,107,000	1,541,516
2055-2059	260,000	9,400
Total	$ 255,160,731	$ 104,183,146
Less: Amount not drawn	(35,138,517)	
	$ 220,022,214	

Sources of debt repayments

General obligation bonds are issued for governmental activity purposes and are paid through the collection of property taxes by the Debt Service Fund. Sales tax revenue notes and the term loan included in governmental activities are paid by the Sales Tax Capital Improvement Fund and the General Fund, respectively. Subscription liabilities are paid by the General Fund. Compensated absences incurred by governmental activities are paid by the General Fund. Judgments are paid through the collection of property taxes by the Debt Service Fund. Automotive and general insurance liabilities are paid by the General Fund. The other postemployment benefit obligation will be paid by the General Fund. The workers' compensation unfunded liability will be paid by the General Fund and BAMA according to their respective portion of the liability. Revenue bonds and promissory notes issued for business-type activities are paid by those activities. Compensated absences incurred by business-type activities are paid by those activities. Customer meter deposits will be paid by BAMA. The revenue notes issued by BAEDA will be paid by BAEDA through the collection of the incremental increase in sales and ad valorem tax revenue generated by the development within their respective Tax Increment Districts.

Pledge of future revenues

Sales Tax and Utility Net Revenues Pledge – The City has pledged a one cent ($0.01) sales tax and utility revenues to repay the $11,500,000 2004 Drinking Water SRF note payable, $15,000,000 2007 SRF note payable, $6,540,000 2012 Clean Water SRF note payable, $11,900,000 2015 Drinking Water SRF note payable, $6,700,000 2016 Clean Water SRF note payable, $6,505,000 2017A Drinking Water SRF note payable, $18,565,000 2017B Drinking Water SRF note payable, $2,100,000 2018 Clean Water SRF note payable, $19,770,000 2018D Drinking Water SRF note payable, $4,255,000 2019A Clean Water SRF note payable, $11,415,000 2019B Clean Water SRF note payable, $26,335,000 2020A Drinking Water SRF note payable, $7,585,000 2020B Drinking Water SRF note payable, $19,695,000 2020C Clean Water SRF note payable to the Oklahoma Water Resources Board (OWRB), $19,185,000 2023B Clean Water SRF note payable to the Oklahoma Water Resources Board (OWRB), $5,675,000 2019 Utility System & Sales Tax Revenue Note payable to BOK Financial, $3,435,000 2021B Drinking Water SRF note payable,

$16,285,000 2021C Clean Water SRF note payable, $18,805,000 Clean Water SRF note payable, and $21,497,000 2023A Utility System & Sales Tax Revenue Note payable to BOK Financial. These notes are payable through 2055. The total remaining principal and interest payable for the life of these notes is $294,807,145. Pledged sales taxes received in the current year were $20,170,297 and net utility revenues were $18,197,039 for total pledged net revenues of $38,367,337. Debt service payments of $12,975,165 for the current year were 33.8% of net pledged revenues for these notes.

Interfund balances and activities

Interfund receivables and payables at June 30, 2024, consist of the following:

Receivable Fund	Payable Fund	Amount	Nature of Interfund Balance
General Fund	BAMA	3,517,141	Operational subsidy
General Fund	BAMA	13,984,057	Eliminated negative pooled cash
Police Enhancement	General Fund	765	Operational advances
Public Safety Sales Tax - Police	Crime Prevention	4,047	Operational advances
Sales Tax Capital Improvement	Battle Creek Golf Course	363,170	Operational advances
Debt Service Fund	BAEDA	30,389	Deposit to wrong account
BAMA	General	3,582,729	Sales tax collections
BAMA	Battle Creek Golf Course	465,024	Operational advances
		$ 21,947,322	

Due From/Due To:

Reconciliation to Fund Financial Statements:

	Due from	Due to	Net Interfund Balances
Governmental Funds	$ 17,899,569	$ (3,587,541)	$ 14,312,028
Proprietary Funds	4,047,753	(18,359,781)	(14,312,028)
	$ 21,947,322	$ (21,947,322)	$ -

Interfund transfers for the year ended June 30, 2024, were as follows:

Transfer from	Transfer to	Amount	Nature of Transfer
General Fund	BAMA	$ 20,170,297	Sales Tax Collections
General Fund	Public Safety Sales Tax-Police	33,480,082	Sales Tax Collections
General Fund	Public Safety Sales Tax-Fire	28,006,499	Sales Tax Collections
General Fund	BAEDA	600,000	Economic Development
Sales Tax Capital Improvement Fund	BAEDA	2,000,000	Operations
Debt Service Fund	General Fund	60,000	Operational/Interest
2018 General Obligation Bond Fund	Public Safety Sales Tax-Fire	700,000	Operational/Public Safety
Convention and Visitor's Bureau	General Fund	275,000	Operational/General Government
Street and Alley	General Fund	1,000,000	Operational/Streets
CARES Act Fund	BAEDA	7,000,000	Operating subsidy
ARPA Fund	BAEDA	260,000	Operating subsidy
E911	Public Safety Sales Tax-Police	1,000,000	Operational/Public Safety
BAMA	General Fund	20,170,297	Operating subsidy
BAMA	BAEDA	600,000	Economic Development
		$ 115,322,175	

Transfers:

Reconciliation to Fund Financial Statements:

	Transfers In	Transfers Out	Net Transfers
Governmental Funds	$ 84,691,878	$ (94,551,878)	$ (9,860,000)
Proprietary Funds	30,630,297	(20,770,297)	9,860,000
Total Transfers	$ 115,322,175	$ (115,322,175)	$ -

Reconciliation to Statement of Net Position:

	Governmental	Business-Type	Net Interfund Balances
Net transfers	$ (9,860,000)	$ 9,860,000	$ -
Governmental transfer of capital assets to proprietary funds	(11,642,722)	11,642,722	-
Net transfers	$ (21,502,722)	$ 21,502,722	$ -

Fund Balance:

The following tables show the fund balance classifications as shown on the Governmental Fund Balance Sheet:

	General Fund	Public Safety Sales Tax - Police	Public Safety Sales Tax - Fire	Sales Tax Capital Improvement Fund	American Relief Fund	2018 General Obligation Bond Fund	Debt Service Fund	Other Governmental Funds	Total
Fund Balance									
Restricted For:									
Debt service	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,469,742	$ -	$ 21,469,742
Capital improvements	-	-	-	18,822,958	-	96,291,779	-	15,823,748	130,938,485
Convention and Visitor's Bureau	-	-	-	-	-	-	-	1,764,409	1,764,409
Public safety	-	24,047,432	12,462,435	-	-	-	-	1,913,676	38,423,543
Creek TIF Apportionment	-	-	-	-	-	-	-	71,504	71,504
Cemetery care	-	-	-	-	-	-	-	181,824	181,824
Street and alley operations	-	-	-	-	-	-	-	1,208,967	1,208,967
Housing and Urban Development	-	-	-	-	-	-	-	(13,981)	(13,981)
E911	-	-	-	-	-	-	-	2,172,862	2,172,862
Economic Development	-	-	-	-	-	-	-	1,503,831	1,503,831
Crime Prevention	-	-	-	-	-	-	-	186,883	186,883
Grant Purposes	-	-	-	-	182,333	-	-	522,209	704,542
Alcohol enforcement	-	-	-	-	-	-	-	94,973	94,973
Sub-total restricted	-	24,047,432	12,462,435	18,822,958	182,333	96,291,779	21,469,742	25,430,905	198,707,584
Committed for:									
Excess capacity sewer escrow	-	-	-	-	-	-	-	2,044,330	2,044,330
Stormwater capital improvements	-	-	-	-	-	-	-	515,599	515,599
Cemetery care	-	-	-	-	-	-	-	277,276	277,276
Parks and recreation	-	-	-	-	-	-	-	1,171,209	1,171,209
Street lights	-	-	-	-	-	-	-	1,068,771	1,068,771
Economic development	-	-	-	-	-	-	-	308	308
Sub-total committed	-	-	-	-	-	-	-	5,077,493	5,077,493
Assigned for:									
Subsequent year budget/activities	14,913,066	-	-	-	-	-	-	-	14,913,066
Sub-total assigned	14,913,066	-	-	-	-	-	-	-	14,913,066
Unassigned	20,485,257	-	-	-	-	-	-	-	20,485,257
TOTAL FUND BALANCE	$ 35,398,323	$ 24,047,432	$ 12,462,435	$ 18,822,958	$ 182,333	$ 96,291,779	$ 21,469,742	$ 30,508,398	$ 239,183,400

Note 4 – Employee Pension and Other Benefit Plans

The City participates in three employee pension systems as follows:

Name of Plan/System	Type of Plan
Oklahoma Police Pension and Retirement Fund Plan	Cost Sharing Multiple Employer – Defined Benefit Plan
Oklahoma Firefighters Pension and Retirement Fund Plan	Cost Sharing Multiple Employer – Defined Benefit Plan
Oklahoma Municipal Retirement Fund (OMRF) Plan	Agent Multiple Employer – Defined Contribution Plan

Oklahoma Police Pension and Retirement System

Summary of Significant Accounting Policies

Plan description - The City of Broken Arrow, as the employer, participates in the Oklahoma Police Pension and Retirement Plan—a cost-sharing multiple-employer defined benefit pension plan administered by the Oklahoma Police Pension and Retirement System (OPPRS). Title 11 of the Oklahoma State Statutes, through the Oklahoma Legislature, grants the authority to establish and amend the benefit terms to the OPPRS. OPPRS issues a publicly available financial report that can be obtained at www.ok.gov/OPPRS

Benefits provided - OPPRS provides retirement, disability, and death benefits to members of the plan. The normal retirement date under the Plan is the date upon which the participant completes 20 years of credited service, regardless of age. Participants become vested upon completing 10 years of credited service as a contributing participant of the Plan. No vesting occurs prior to completing 10 years of credited service. Participants' contributions are refundable, without interest, upon termination prior to normal retirement. Participants who have completed 10 years of credited service may elect a vested benefit in lieu of having their accumulated contributions refunded. If the vested benefit is elected, the participant is entitled to a monthly retirement benefit commencing on the date the participant reaches 50 years of age or the date the participant would have had 20 years of credited service had employment continued uninterrupted, whichever is later. Monthly retirement benefits are calculated at 2.5% of the final average salary (defined as the average paid base salary of the officer over the highest 30 consecutive months of the last 60 months of credited service) multiplied by the years of credited service, with a maximum of 30 years of credited service considered.

Monthly benefits for participants due to permanent disability incurred in the line of duty are 2.5% of the participants' final average salary multiplied by 20 years. This disability benefit is reduced by stated percentages for partial disability based on the percentage of impairment. After 10 years of credited service, participants who retire due to disability incurred from any cause are eligible for a monthly benefit based on 2.5% of their final average salary multiplied by the years of service. This disability benefit is also reduced by stated percentages for partial disability based on the percentage of impairment. Effective July 1, 1998, once a disability benefit is granted to a participant, that participant is no longer allowed to apply for an increase in the dollar amount of the benefit at a subsequent date.

Survivor's benefits are payable in full to the participant's beneficiary upon the death of a retired participant. The beneficiary of any active participant killed in the line of duty is entitled to a pension benefit.

Contributions – The contributions requirements of the Plan are at an established rate determined by Oklahoma Statute and are not based on actuarial calculations. Members of OPPRS are required to pay 8% of their base pay to the pension plan. The City is contractually required to pay 13% of base salary. For the year ended June 30, 2024, the total contribution to the system amounted to $3,274,582 of which $1,247,462 was made by the City and $2,027,120 was made by the employees. The State of Oklahoma also made on-

behalf contributions to OPPRS in the amount of $2,105,354 during the calendar year and this is reported as both an expenditure and revenue in the General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance. In the government-wide Statement of Activities, revenue is recognized for the state's on-behalf contributions on an accrual basis of $1,156,028 These on-behalf payments did not meet the criteria of a special funding situation.

Pension liabilities (assets), pension expense, deferred outflows, and deferred inflows of resources related to pensions – At June 30, 2024, the City reported an asset of $3,098,668 for its proportionate share of the net pension asset. The net pension asset was measured as of June 30, 2023, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of July 1, 2023. The City's proportion of the net pension asset was based on the City's contributions received by the pension plan relative to the total contributions received by pension plan for all participating employers as of June 30, 2024. Based upon this information, the City's proportion was 3.8751%.

For the year ended June 30, 2024, the City recognized pension expense of $4,228,186. At June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 3,164,626	$ 178,286
Changes of assumptions	-	2,157,845.00
Net difference between projected and actual earnings on pension plan investments	5,727,648	-
Changes in proportion	141,540	221,332
City contributions during measurement date	11,226	31,892
City contributions subsequent to the measurement date	2,105,354	-
Total	$ 11,150,394	$ 2,589,355

In the year ending June 30, 2024, the $2,105,354 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date reported above will be recognized as a reduction of or addition to the net pension liability (asset). Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	
2024	$ 1,030,947
2025	(20,598)
2026	4,439,824
2027	1,006,100
2028	(587)
	$ 6,455,686

Actuarial assumptions – The total pension liability in the July 1, 2023, actuarial valuations were determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75%
Salary increases	3.5% to 12% average, including inflation.
Investment rate of return	7.5% net of pension plan investment expense
Cost of living adjustments	Police officers eligible to receive increased benefits according to repealed Section 50-120 of Title 11 of the Oklahoma Statutes pursuant to a court order receive an adjustment of 1/3 to 1/2 of the increase or decrease of any adjustment to the base salary of a regular police officer, based on an increase in base salary of 3.5% (wage inflation)
Mortality rates	Active and inactive vested members: PubS-2010 Employee (Below Median) Mortality Table with rates set forward 2 years and projected generationally using SOA Scale MP-2021. Healthy retirees: PubS-2010 Healthy Retiree (Below Median) Mortality Table with rates set forward 2 years and projected generationally using SOA scale MP-2021. Beneficiaries: Pub-2010 Contingent Survivor (Below Median) Mortality Table with rates set forward 2 years and projected generationally using SOA Scale MP-2021. Disabled retirees: PubS-2010 Disabled Retiree Mortality Table with rates projected to 2023 using SOA Scale MP-2021.

The actuarial assumptions used in July 1, 2023, valuation was based on the results of an actuarial experience study for the period July 1, 2017, through June 30, 2022.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2023, are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Fixed income	5.65%
Domestic equity	8.63%
International equity	10.68%
Real estate	9.55%
Private equity	11.46%

The current allocation policy is that approximately 60% of assets in equity instruments, including public equity, long-short hedge, venture capital, and private equity strategies; approximately 25% of assets in fixed income to include investment grade bonds, high yield and non-dollar denominated bonds, convertible bonds, and low volatility hedge fund strategies; and 15% of assets in real assets to include real estate, commodities, and other strategies.

Discount Rate-The discount rate used to measure the total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at contractually required rates, determined by State statutes. Projected cash flows also assume the State of Oklahoma will continue contributing 14% of the insurance premium, as established by statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate-The following presents the net pension liability (asset) of the employers calculated using the discount rate of 7.5%, as well as what the Plan's net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage point lower (6.5%) or 1-percentage-point higher (8.5%) than the current rate:

	1% Decrease (6.5%)	Current Discount Rate (7.5%)	1% Increase (8.5%)
Police Pension net pension liability (asset)	$ 10,914,808	$ (1,156,028)	$ (11,376,235)

Pension plan fiduciary net position **-** Detailed information about the pension plan's fiduciary net position is available in the separately issued financial report of the OPPRS; which can be located at www.ok.gov/OPPRS .

Oklahoma Fire Pension and Retirement System

Summary of Significant Accounting Policies

Plan description - The City of Broken Arrow, as the employer, participates in the Firefighters Pension & retirement—a cost-sharing multiple-employer defined benefit pension plan administered by the Oklahoma Firefighters Pension & Retirement System (FPRS). Title 11 of the Oklahoma State Statutes grants the authority to establish and amend the benefit terms to the FPRS. FPRS issues a publicly available financial report that can be obtained at www.ok.gov/fprs

Benefits provided - FPRS provides defined retirement benefits based on members' final average compensation, age, and term of service. In addition, the retirement program provides for benefits upon

disability and to survivors upon death of eligible members. The Plan's benefits are established and amended by Oklahoma statute. Retirement provisions are as follows:

Normal Retirement:

- Hired Prior to November 1, 2013
  Normal retirement is attained upon completing 20 years of service. The normal retirement benefit is equal to 50% of the member's final average compensation. Final average compensation is defined as the monthly average of the highest 30 consecutive months of the last 60 months of participating service. For volunteer firefighters, the monthly pension benefit for normal retirement is $150.60 per month.

- Hired After November 1, 2013
  Normal retirement is attained upon completing 22 years of service. The normal retirement benefit is equal to 55% of the member's final average compensation. Final average compensation is defined as the monthly average of the highest 30 consecutive months of the last 60 months of participating service. Also, participants must be age 50 to begin receiving benefits. For volunteer firefighters, the monthly pension benefit for normal retirement is $165.66 per month.

All firefighters are eligible for immediate disability benefits. For paid firefighters, the disability in-the-line-of-duty benefit for firefighters with less than 20 years of service is equal to 50% of final average monthly compensation, based on the most recent 30 months of service. For firefighters with over 20 years of service, a disability in the line of duty is calculated based on 2.5% of final average monthly compensation, based on the most recent 30 months, per year of service, with a maximum of 30 years of service. For disabilities not in the line of duty, the benefit is limited to only those with less than 20 years of service and is 50% of final average monthly compensation, based on the most recent 60-month salary as opposed to 30 months. For volunteer firefighters, the not-in-the-line-of-duty disability is also limited to only those with less than 20 years of service and is $7.53 per year of service. For volunteer firefighters, the in-the-line-of-duty pension is $150.60 with less than 20 years of service or $7.53 per year of service, with a maximum of 30 years.

A $5,000 lump sum death benefit is payable to the qualified spouse or designated recipient upon the participant's death. The $5,000 death benefit does not apply to members electing the vested benefit.

Contributions – The contributions requirements of the Plan are at an established rate determined by Oklahoma Statute and are not based on actuarial calculations. Employees are required to contribute 9% percent of their annual pay. Participating cities are required to contribute 14% of the employees' annual pay. For the year ended June 30, 2024, the total contribution to the system amounted to $3,400,961, of which $2,105,354 was made by the City and $1,295,607was made by the employees. The State of Oklahoma also made on-behalf contributions to FPRS in the amount of $1,544,130 during the calendar year and this is reported as both an expenditure and revenue in the General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance. In the government-wide Statement of Activities, revenue is recognized for the state's on-behalf contributions on an accrual basis of $1,342,368. These on-behalf payments did not meet the criteria of a special funding situation.

Pension liabilities, pension expense, and deferred outflows/inflows of resources related to pensions – At June 30, 2024, the City reported a liability of $780,650 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The City's proportion of the net pension liability was based on the City's contributions received by the pension plan

relative to the total contributions received by pension plan for all participating employers as of June 30, 2024. Based upon this information, the City's proportion was 4.8006%.

For the year ended June 30, 2024, the City recognized pension expense of $11,309,389. At June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 7,072,268	$ 75,496
Changes of assumptions	-	95,350
Net difference between projected and actual earnings on pension plan investments	3,922,977	-
Changes in proportion	1,837,602	188,812
City contributions during measurement date	28,647	149,655
City contributions subsequent to the measurement date	2,761,473	-
Total	$ 15,622,967	$ 509,313

In the year ending June 30, 2024, the $12,352,181 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date reported above will be recognized as a reduction of the net pension liability. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	
2025	$ 4,219,992
2026	1,539,962
2027	6,813,269
2028	(221,042)
	$ 12,352,181

Actuarial Assumptions- The total pension liability was determined by an actuarial valuation as of July 1, 2023, using the following actuarial assumptions, applied to all prior periods included in the measurement:

Inflation:	2.75%
Salary increases:	2.75% to 10.5% average, including inflation.
Investment rate of return:	7.5% net of pension plan investment expense

Mortality rates were based on the Pub-2010 Public Safety Table, with adjustments for generational mortality improvement using scale MP-2018 for healthy lives and no mortality improvement for disabled lives.

The actuarial assumptions used in July 1, 2023, valuation were based on the results of an actuarial experience study for the period July 1, 2013, to June 30, 2018.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2024, are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Fixed income	20%	5.86%
Domestic equity	47%	8.78%
International equity	15%	10.68%
Real estate	10%	9.68%
Other assets	8%	6.44%
	100%	

Discount Rate- The discount rate used to measure the total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at contractually required rates, determined by State statutes. Projected cash flows also assume the State of Oklahoma will continue contributing 36% of the insurance premium, as established by statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate-The following presents the net pension liability of the employers calculated using the discount rate of 7.5%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.5%) or 1-percentage-point higher (8.5%) than the current rate:

	1% Decrease (6.5%)	Current Discount Rate (7.5%)	1% Increase (8.5%)
Fire Pension net pension liability	$ 77,487,985	$ 59,466,929	$ 44,396,569

Pension plan fiduciary net position **-** Detailed information about the pension plan's fiduciary net position is avail-able in the separately issued financial report of the FPRS which can be located at www.ok.gov/FPRS.

Related-party investments

As of June 30, 2024, the Systems held no related-party investments of the City or of its related entities.

Defined contribution plan – OMRF

The City has also provided effective November 1, 1990, a defined contribution plan and trust known as the City of Broken Arrow Plan and Trust (the Plan) in the form of The Oklahoma Municipal Retirement System Master Defined Contribution Plan (OMRF). OMRF operations are supervised by a nine-member Board of Trustees elected by the participating municipalities. The Plan is administered by the OMRF. The defined contribution plan is available to all full-time employees not already participating in another plan. The employee may contribute to the Plan an amount not less than 2% or more than 10% of their compensation. The City Council determines the City's contribution rate each year and for the year ended June 30, 2024, contributed at the rate of 10% of employee compensation. City contributions for each employee begin vesting after three years of service and are fully vested after seven years. If an employee terminates before becoming fully vested, the employer's contributions that are forfeited may be used to reduce the City's current-period contribution requirements. The authority to establish and amend the provisions of the Plan rests with the City Council.

For the year ended June 30, 2024, the following amounts related to actual contributions to the defined contribution plan:

Employee contributions made	$ 253,449
Employer (City) contributions made	$ 3,302,144

Post-employment benefits other than pensions

Plan description. The City sponsors and administers a self-funded, single employer defined benefit plan providing medical, prescription drug, life, dental, vision and long-term disability insurance for active eligible employees. The City also provides medical, prescription drug and dental coverage for retirees and their dependents who elect to make the required contributions.

Funding policy. The City funds the benefits on a pay-as-you-go basis. Eligible employees are required to pay premiums for a set percentage of the cost, with the City subsidizing the remaining costs. Contribution requirements are established and amended as needed by the City Council on an annual basis.

Employees covered by benefit terms. At June 30, 2024, the following employees were covered by the benefit terms:

Active Employees	601
Inactive or beneficiaries currently receiving benefit payments	8
Total	609

Total OPEB Liability. The City's total OPEB liability of $1,539,122 was measured as of June 30, 2024, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions- The total OPEB liability was determined based on an actuarial valuation prepared as of June 30, 2024, using the following actuarial assumptions:

- Actuarial Cost Method - Entry Age Normal
- Discount Rate – 4.21%, based on June 30, 2024, published Bond Pay Go-20 bond index
- Termination – Civilian employees are based on actual experience of the Oklahoma Municipal Retirement Fund. Rates for police and firefighters are based on rates for these groups in Oklahoma.

Retirement Age:

Age	*Civilian Retirement* Rate
55	25%
60	17%
61	17%
62	30%
63	20%
64	15%
65	30%
70	100%

	Retirement Rate	
Years of Service	Police	Fire
20	20%	10%
25	20%	15%
30	100%	20%
35		100%

- Participation – 100% of all retirees who currently have healthcare coverage will continue with the same coverage. 20% of all actives who currently have individual coverage will continue with individual coverage upon retirement. 20% of all actives who currently have dependent coverage will continue coverage upon retirement with 70% continuing as individual coverage and 30% as individual with spouse coverage.
- Healthcare cost trend rates - Level 4.5%
- Mortality Rates - RPH-2014 Mortality Table with cohort mortality projection

Changes in Total OPEB Liability –The following table reports the components of changes in total OPEB liability:

	Total OPEB Liability
Balances at Beginning of Year	$ 1,097,789
Changes for the Year:	
Service Cost	80,391
Interest expense	41,057
Difference between expected and actual experience	463,306
Change of assumptions	(106,393)
Expected net benefit payments	(36,728)
Net Changes	441,633
Balances at End of Year	$ 1,539,422
Governmental Activities	$ 1,103,990
Business-Type Activities	435,132
	$ 1,539,122

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate-The following presents the total OPEB liability of the employer calculated using the discount rate of 3.54%, as well as what the Plan's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower (2.54%) or 1-percentage-point higher (4.54%) than the current rate:

	1% Decrease (3.21%)	Current Discount Rate (4.21%)	1% Increase (5.21%)
OPEB liability	$ 1,701,136	$ 1,539,122	$ 1,393,308

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate-The following presents the total OPEB liability of the employer calculated using the healthcare cost trend rate of 4.50%, as well as what the Plan's total OPEB liability would be if it were calculated using a healthcare cost trend rate that is 1-percentage point lower (3.50%) or 1-percentage-point higher (5.50%) than the current rate:

	1% Decrease 3.50%	Trend Rates 4.50%	1% Increase 5.50%
OPEB liability	$ 1,331,584	$ 1,539,122	$ 1,787,721

OPEB Expense and Deferred Outflows of Resources and Deferred Outflows/Inflows of Resources Related to OPEB For the year ended June 30, 2024, the City recognized OPEB expense of $99,778. At June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Governmental Activities		Business-Type Activities		Total Activities	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 295,884	$ 92,935	$ 116,621	$ 36,630	$ 412,505	$ 129,565
Changes of assumptions	2,830	197,645	1,115	77,901	3,945	275,546
Changes in proportion	15,186	23,466	23,466	23,459	38,652	46,925
Total	$ 313,900	$ 314,046	$ 141,202	$ 137,990	$ 455,102	$ 452,036

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

	Governmental Activities	Business-Type Activities	Total Activities
Year ended June 30:			
2025	$ (30,190)	$ (1,468)	$ (31,658)
2026	(24,840)	(6,818)	(31,658)
2027	(21,919)	(9,739)	(31,658)
2028	(11,280)	(6,146)	(17,426)
2029	(799)	(3,424)	(4,223)
Thereafter	88,882	30,807	119,689
	$ (146)	$ 3,212	$ 3,066

Note 5 – Tax Abatements

The City enters into sales tax rebate agreements with local businesses as allowed in the Oklahoma State Constitution, Article 10, Section 14. Under this law, the City may establish economic development programs and provide sales tax increments for development as part of its economic development plan. The sales tax rebate program allows a retail store business or developer to receive rebated sales tax in an amount equal to various percentages of reported annual total taxable sales of each business, based solely upon each agreement. To be eligible for this program, the project area should be developed or redeveloped after a significant vacancy to provide economic opportunity to the City and its' citizens.

Due to the confidentiality laws in Oklahoma Statutes, Title 68, Section 1354.11, the amounts of sales taxes rebated will not be disclosed. The following businesses had rebate agreements with the City as of June 30, 2024:

- A developer received rebated sales taxes during 2024. The sales tax rebated cannot exceed the lesser of (i) 1.375% of the gross sales tax generated over a 15-year period, or (ii) $3,250,000. This sales tax rebate period is fifteen years from the sales tax commencement date (the date the City first receives sales tax). The agreement must be renewed for the City Council annually to ensure a continuing public benefit. This agreement was entered into October 2012 and will terminate no later than April 2030.

The City is subject to ad valorem tax abatements granted by the State of Oklahoma in accordance with the Oklahoma Constitution, Article X, Section 6B for qualifying manufacturing concerns.

Under this program, a 5-year ad valorem tax exemption exempts all real and personal property that is necessary for the manufacturing of a product and facilities engaged in research and development which meet the requirements set by the Oklahoma Constitution and Statutes. In exchange for the five-year exemption, qualifying manufacturing concerns must incur investment costs of $250,000 or more for construction, acquisition, or expansion of a manufacturing facility. In addition, there are general minimal payroll requirements that must be met, and qualifying manufacturing concerns must offer a basic health benefit plan to all full-time employees within 180 days of employment.

The City of Broken Arrow had $50,046 of ad valorem taxes abated under this program for the fiscal year ended June 30, 2024.

The State has an Ad Valorem Reimbursement Fund in accordance with Title 62 O.S., Section 193 that is used to reimburse the City for the loss of revenue. Contributions to this Fund come from a dedicated tax stream comprised of one percent of net state personal and corporate income tax revenues. The City received $0 during the fiscal year 2024 and has an outstanding, unpaid claim of $50,046 of reimbursement from the State as of June 30, 2024.

Note 6 – Risk Management

The City is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets; errors and omissions; injuries to employees; employees' health and life; and natural disasters. The City manages these various risks of loss as follows:

Type of Loss	Method Managed	Risk of Loss Retained
a. General Liability: - Torts - Errors and omissions	Self-insured with limits of the Oklahoma Tort Liability Act as follows: - $25,000 property loss - $125,000 per individual - $1,000,000 per incident	Entire risk of loss retained.
b. Physical Property: - Theft - Damage to assets - Natural disasters	All physical property except vehicles is insured through commercial insurance with deductibles ranging from $10,000 to $50,000. Vehicle damage is covered through self-insurance.	All physical property except vehicles subject to $10,000 to $50,000 risk of loss. Vehicles – entire risk of loss retained through fund incurring the loss.
c. Workers Compensation: - Employee injuries	Self-insured with third-party administration of the claims process. Workers Compensation Internal Service Fund used to account for activities with participating funds charged through an estimated annual claim cost for each fund.	Entire risk of loss retained. Claim liability is determined through estimate of loss by the City's Risk Management staff and third-party.
d. Health and Life: - Medical - Dental - Vision	Self-insured with third-party administration of the claims provided by HealthComp. Participation in Vision Service Plan. City purchases annual eye examination benefits for insured at a monthly cost of $.63 per month for single coverage, $.93 per month for employee and children, $1.00 per month for employee and spouse and $1.59 per month for family coverage. Group Health & Life Internal Service Fund used to account for self-insurance activities with participating funds making payments to the internal service fund based upon factors determined by the City's benefit consultant.	Claims up to $125,000 per individual are self-funded. Individual specific stop loss reinsurance covers claims in excess of $125,000 per insured once a $100,000 aggregating deductible has been met. The City does not carry Aggregate stop loss coverage.

Life and health benefit plan

The City offers group health and dental benefits to all full-time employees and their dependents except for fire fighters covered by the labor agreement between the City and the International Association of Fire Fighters Local # 2551. The City funds over 85% of the program with employees paying a monthly fee to purchase single, employees plus children, employees plus spouse or family coverage.

The City is self-funded for health and dental benefits and has an Administrative Services Agreement with HealthComp to process claim payments, provide preferred provider medical and dental service networks, recovery litigation services, and other third-party administration services.

All assets acquired by the plan are vested in the plan and remain assets of the City. Monthly contributions are transferred to a reserve fund, and such funds are used to reimburse HealthComp for claims paid, administrative services and stop loss coverage.

The plan has excess stop loss coverage agreements which cover losses in excess of specific and aggregating retention levels. Stop loss coverage is purchased from U.S. Fire Insurance.

Life insurance benefits are funded entirely by the City through Minnesota Life.
Claims liability analysis

The claims liabilities related to the above noted risks of loss that are retained are determined in accordance with the requirements of Statement of Financial Accounting Standard No. 5., which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

For the two internal service self-insurance funds, changes in the claim's liability for the City from June 30, 2022, to June 30, 2024, are as follows:

	Workers' Compensation	Health Care	Total
Claim liability, June 30, 2022	$ 3,635,000	$ 1,256,037	$ 4,891,037
Claims and changes in estimates	859,258	11,981,915	12,841,173
Claims payments	(1,765,258)	(12,336,752)	(14,102,010)
Claim liability, June 30, 2023	$ 2,729,000	$ 901,200	$ 3,630,200
Claims and changes in estimates	1,634,335	11,502,355	13,136,690
Claims payments	(1,935,335)	(11,186,555)	(13,121,890)
Claim liability, June 30, 2024	$ 2,428,000	$ 1,217,000	$ 3,645,000
Assets available to pay claims at June 30, 2024	$ 2,195,182	$ 1,107,919	$ 3,303,101
Reconciliation to Statement of Net Position:			
Current portion			$ 989,000
Noncurrent portion			2,656,000
Total			$ 3,645,000

Note 7 – Commitments and Contingencies

Construction commitments

At June 30, 2024, the City had outstanding construction commitments of $41,685,723 related to ongoing engineering and construction projects with original contract amounts totaling $105,480,017.

Contingencies

Grant program involvement

In the normal course of operations, the City participates in various federal or state grant/loan programs from year to year. The grant/loan programs are often subject to additional audits by agents of the granting or loan agency, the purpose of which is to ensure compliance with the specific conditions of the grant or loan. Any liability for reimbursement which may arise as a result of these audits cannot be reasonably determined at this time, although it is believed the amount, if any, would not be material.

Litigation

The City is a party to various legal proceedings which normally occur in the course of government operations. The financial statements do not include accrual or provisions for loss contingencies that may result from these proceedings. State statutes provide for the levy of an ad valorem tax over a three-year period by a City "Sinking Fund" for the payment of any court assessed judgment rendered against the City. These statutory provisions do not apply to the City's public trust or Authorities.

While the outcome of the above noted proceedings cannot be predicted, due to the insurance coverage maintained by the City and the State statute relating to judgments, the City feels that any settlement or insurance would not have a material adverse effect on the financial condition of the City, but could substantially increase the City's ad valorem tax levy.

Note 8 – Recently Issued Account Pronouncements

GASB Statement No. 101, Compensated Absences

In June 2022, the Governmental Accounting Standards Board (GASB) issued Statement No. 101, Compensated Absences. GASB 101 establishes recognition and measurement guidance for all types of compensated absences, including vacation, sick leave, and other paid time off, and is effective for fiscal years beginning after December 15, 2023. The requirements of this Statement will be applied prospectively.

The City of Broken Arrow is currently evaluating the impact that the adoption of GASB Statement No. 101 will have on its financial statements. The City has not yet determined the effect of implementing this Statement but does not expect the adoption to have a material impact on its financial position, results of operations, and cash flows.

Note 10 – Subsequent Events

The City has evaluated subsequent events through the date of the auditor's report, which is the date the financial statements were available to be issued.

The City is a party to various legal proceedings arising in the normal course of operations. As of year end, four litigation cases were either settled or the outcome was determined to be more likely than not to result in a loss. Accordingly, the City has recorded a liability of $964,000 in the accompanying financial statements, representing management's best estimate of the amount expected to be paid in settlement of these matters. Management, in consultation with legal counsel, believes that this amount appropriately reflects the probable and estimable losses related to these cases. Any additional loss is not expected to be material to the City's financial position.

In addition, subsequent to year end, the City settled two condemnation cases for a total of $380,000. These settlements occurred after the statement of net position date and did not relate to conditions existing at that date. While these amounts were not accrued in the current year's financial statements, management has disclosed these subsequent events as they are considered essential to understanding the City's financial position.

Management and legal counsel continue to monitor all outstanding claims and proceedings. At this time, management does not believe that the resolution of any other pending matters will have a material adverse effect on the City's financial statements.

Required Supplementary Information

CITY OF BROKEN ARROW, OKLAHOMA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
Year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Beginning budgetary fund balance	$ 22,591,496	$ 22,998,108	$ 31,164,184	$ 8,166,076
Resources (inflows):				
Taxes:				
Sales tax	50,442,553	50,442,553	50,387,914	(54,639)
Use tax	11,737,227	11,871,227	13,908,529	2,037,302
Tobacco tax	560,000	560,000	439,527	(120,473)
Franchise tax	5,250,000	5,250,000	4,976,796	(273,204)
Total taxes	67,989,780	68,123,780	69,712,766	1,588,986
Intergovernmental:				
Intergovernmental	300,000	300,000	480,413	180,413
Alcoholic beverage tax	325,000	325,000	344,121	19,121
Total intergovernmental	625,000	625,000	824,534	199,534
Charges for services:				
Planning and zoning	185,000	185,000	177,257	(7,743)
Sale of material	25,000	25,000	58,296	33,296
BAMA PILOT	4,955,527	4,955,527	4,807,469	(148,058)
Rural fire runs & subscriptions	7,000	7,000	22,695	15,695
Fire subscription	50,000	50,000	28,273	(21,727)
Inspection fees	850,000	850,000	272,000	(578,000)
Ambulance revenue	8,024,975	8,674,975	9,088,119	413,144
Training	-	-		-
Special Events	25,000	25,000	24,747	(253)
Cemetery fee	200,000	200,000	264,397	64,397
Animal control fees	50,000	50,000	40,568	(9,432)
Nuisance abatement	-	-	84,453	84,453
Parks and recreation	240,000	240,000	257,454	17,454
Swimming pools	200,000	200,000	330,535	130,535
Administrative fees	15,000	15,000	17,242	2,242
Schools	-	-	-	-
Juvenile court	40,000	40,000	31,390	(8,610)
Total charges for services	14,867,502	15,517,502	15,504,895	(12,607)

(Continued)

CITY OF BROKEN ARROW, OKLAHOMA
BUDGETARY COMPARISON SCHEDULE (continued)
GENERAL FUND
Year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Fines, forfeitures and assessments	1,002,000	1,486,600	1,567,032	80,432
Licenses and permits:				
Occupational licenses	300,000	300,000	334,728	34,728
Peddlers licenses	2,500	2,500	-	(2,500)
Food licenses	38,000	38,000	65,370	27,370
Other fees	50,000	50,000	79,140	29,140
Special events	-	-	525	525
Farmer's market	-	-	47,734	47,734
Building permits	1,000,000	1,940,000	1,929,933	(10,067)
Total licenses and permits	1,390,500	2,330,500	2,457,430	126,930
Investment income	40,000	705,000	559,889	(145,111)
Miscellaneous:				
Rental property	1,300,000	1,300,000	1,243,015	(56,985)
Donations	-	-	250	250
Miscellaneous	75,000	75,000	58,216	(16,784)
Sale of capital assets	-	-	1,000	1,000
Insurance proceeds	25,000	25,000	59,812	34,812
Total miscellaneous	1,400,000	1,400,000	1,362,293	(37,707)
Other financing sources:				
Transfers in from other funds	21,509,948	22,009,948	21,505,297	(504,651)
Total other financing sources	21,509,948	22,009,948	21,505,297	(504,651)
Total revenues and other financing sources	108,824,730	112,198,330	113,494,136	1,295,806
Amounts available for appropriation	131,416,226	135,196,438	144,658,320	9,461,882

(Continued)

CITY OF BROKEN ARROW, OKLAHOMA
BUDGETARY COMPARISON SCHEDULE (continued)
GENERAL FUND
Year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Charges to appropriations (outflows):				
General government:				
City manager	1,317,745	1,317,745	2,168,405	(850,660)
Finance	1,787,030	1,794,105	1,717,525	76,580
City attorney	1,448,172	1,448,172	1,307,096	141,076
Human resources	2,141,710	2,141,710	1,435,438	706,272
Information services	2,666,269	2,994,657	2,753,625	241,032
Community development	5,458,597	5,594,307	4,075,279	1,519,028
General government	2,474,300	2,491,357	2,125,324	366,033
City Clerk	1,051,535	1,108,689	1,052,661	56,028
Total general government	18,345,358	18,890,742	16,635,353	2,255,389
Public services	3,815,255	3,985,551	3,465,809	519,742
Parks and recreation	6,735,274	6,757,294	6,321,689	435,605
Other financing uses:				
Transfers to other funds	79,635,111	82,770,611	82,256,879	513,732
Total charges to appropriations	108,530,998	112,404,198	108,679,730	3,724,468
Ending budgetary fund balance	$ 22,885,228	$ 22,792,240	$ 35,978,590	$ 13,186,350

Broken Arrow
Budgetary Comparison Schedule
Major Special Revenue Fund - Public Safety Sales Tax Fund - Police
For the year ended June 30, 2024

	Public Safety Sales Tax Fund - Police			
	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Beginning Budgetary Fund Balance	$ 14,341,987	$ 13,897,204	$ 20,498,275	$ 6,601,071
Resources (Inflows):				
Taxes	3,066,321	3,066,321	3,022,010	(44,311)
Intergovernmental	100,000	100,000	2,267,863	2,167,863
Investment income	6,000	611,000	586,319	(24,681)
Miscellaneous	12,500	12,500	9,996	(2,504)
Transfers from other funds	33,044,525	34,480,025	34,480,082	57
Amounts available for appropriation	36,229,346	38,269,846	40,366,270	2,096,424
Charges to Appropriations (Outflows):				
Police	35,354,502	36,291,694	36,817,113	(525,419)
Ending Budgetary Fund Balance	$ 15,216,831	$ 15,875,356	$ 24,047,432	$ 8,172,076

Broken Arrow
Budgetary Comparison Schedule
Major Special Revenue Fund - Public Safety Sales Tax Fund - Fire
For the year ended June 30, 2024

	Public Safety Sales Tax Fund - Fire			
	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Beginning Budgetary Fund Balance	$ 6,850,895	$ 6,936,964	$ 9,629,402	$ 2,692,438
Resources (Inflows):				
Taxes	3,066,321	3,066,321	3,022,010	(44,311)
Intergovernmental	-	33,875	6,511,635	6,477,760
Investment income	3,000	104,000	158,028	54,028
Miscellaneous	8,000	8,000	11,093	3,093
Transfers from other funds	26,805,638	28,705,638	28,706,499	861
Amounts available for appropriation	29,882,959	31,917,834	38,409,265	6,491,431
Charges to Appropriations (Outflows):				
Fire	27,794,558	29,798,512	35,576,232	(5,777,720)
Ending Budgetary Fund Balance	$ 8,939,296	$ 9,056,286	$ 12,462,435	$ 3,406,149

The budgetary basis differs from the modified accrual basis as shown in the schedule below:

	General Fund
Total budgetary resources (inflows)	$ 113,494,136
Less: transfers in from other funds	(21,505,297)
Total revenues as reported on the statement of revenues, expenditures and changes in fund balance - governmental funds	$ 91,988,839
Total budgetary expenditures and transfers	$ 108,679,730
Less: transfers to other funds	(82,256,879)
Total expenditures as reported on the statement of revenues, expenditures and changes in fund balance - governmental funds	$ 26,422,851

	Public Safety Sales Tax Fund - Police
Total budgetary resources (inflows)	$ 40,366,270
Add: On-behalf payments	2,212,644
Less: Transfers in from other funds	(34,480,082)
Total revenues as reported on the statement of revenues, expenditures and changes in fund balance - governmental funds	$ 8,098,832
Total budgetary expenditures and transfers	$ 36,817,113
Add: On-behalf payments	2,212,644
Total expenditures as reported on the statement of revenues, expenditures and changes in fund balance - governmental funds	$ 39,029,757

	Public Safety Sales Tax Fund - Fire
Total budgetary resources (inflows)	$ 38,409,265
Add: On-behalf payments	6,479,031
Less: Transfers in from other funds	(28,706,499)
Total revenues as reported on the statement of revenues, expenditures and changes in fund balance - governmental funds	$ 16,181,797
Total budgetary expenditures and transfers	$ 35,576,232
Add: On-behalf payments	6,479,031
Total expenditures as reported on the statement of revenues, expenditures and changes in fund balance - governmental funds	$ 42,055,263

Schedules of Required Supplementary Information
SCHEDULE OF THE CITY OF BROKEN ARROW'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET)
OKLAHOMA POLICE PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years*

For the year June 30,		**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
City's proportion of the net pension liability (asset)		3.1323%	3.2237%	3.1605%	3.3097%	3.4646%	3.5076%	3.6693%	3.6401%	3.8751%	3.7853%
City's proportionate share of the net pension liability (asset)		$ (1,054,626)	$ 131,444	$ 4,840,062	$ 254,584	$ (1,650,356)	$ (223,922)	$ 4,213,955	$ (17,461,926)	$ (3,107,481)	$ (1,156,028)
City's covered-employee payroll	**	N/A	$ 9,112,431	$ 9,320,477	$ 10,248,277	$ 10,594,254	$ 11,433,128	$ 12,091,461	$ 12,594,259	$ 13,872,246	$ 14,114,343
City's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	**	N/A	1.44%	51.93%	2.48%	15.58%	1.96%	34.85%	138.65%	22.40%	8.19%
Plan fiduciary net position as a percentage of the total pension liability		101.53%	99.82%	93.50%	99.68%	101.89%	100.24%	95.80%	117.07%	102.74%	101.02%

Notes to Schedule:
Current year measurement date is June 30, 2023.

** Information was not available.

SCHEDULE OF CITY CONTRIBUTIONS
OKLAHOMA POLICE PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years *

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Statutorily required contribution	$ 1,184,616	$ 1,211,662	$ 1,332,276	$ 1,377,253	$ 1,486,307	$ 1,597,656	$ 1,637,241	$ 1,759,158	$ 1,851,371	$ 2,027,122
Contributions in relation to the statutorily required contribution	1,184,616	1,211,662	1,332,276	1,377,253	1,486,307	1,597,656	1,637,241	1,759,158	1,851,371	2,027,122
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered-employee payroll	$ 9,112,431	$ 9,320,477	$ 10,248,277	$ 10,594,254	$ 11,433,128	$ 12,091,461	$ 12,594,259	$ 13,872,246	$ 14,114,343	$ 15,593,247
Contributions as a percentage of covered-employee payroll	13%	13%	13%	13%	13%	13%	13%	13%	13%	13%

Notes to Schedule:

Only nine fiscal years are presented because 10-year data is not yet available.

Schedules of Required Supplementary Information
SCHEDULE OF THE CITY OF BROKEN ARROW'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
OKLAHOMA FIREFIGHTERS PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years*

For the year June 30,		**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
City's proportion of the net pension liability		3.6826%	3.8107%	3.9641%	4.2472%	4.4499%	4.1400%	4.5698%	4.5936%	4.8006%	4.6089%
City's proportionate share of the net pension liability		$ 37,869,951	$ 40,447,082	$ 48,430,529	$ 53,418,020	$ 50,090,663	$ 43,746,453	$ 56,296,367	$ 30,251,897	$ 62,778,821	$ 59,466,929
City's covered-employee payroll	**	N/A	$ 10,409,757	$ 11,090,514	$ 12,517,279	$ 13,237,331	$ 13,875,665	$ 14,699,910	$ 14,908,009	$ 15,996,124	$ 16,559,267
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	**	N/A	388.55%	436.68%	426.75%	378.40%	315.27%	382.97%	202.92%	392.46%	359.12%
Plan fiduciary net position as a percentage of the total pension liability		68.12%	68.27%	64.87%	66.61%	70.73%	72.85%	69.98%	84.24%	69.49%	70.85%

Notes to Schedule:

* Only nine fiscal years are presented because 10-year data is not yet available.
Current year measurement date is June 30, 2022.

** Information was not available.

SCHEDULE OF CITY CONTRIBUTIONS
OKLAHOMA FIREFIGHTERS PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years *

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Statutorily required contribution	$ 1,457,366	$ 1,552,672	$ 1,752,419	$ 1,852,898	$ 1,942,593	$ 2,057,989	$ 2,087,122	$ 2,235,125	$ 2,318,298	$ 2,551,370
Contributions in relation to the statutorily required contribution	1,457,366	1,552,672	1,752,419	1,852,898	1,942,593	2,057,989	2,087,122	2,235,125	2,318,298	2,551,370
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered-employee payroll	$ 10,409,757	$ 11,090,514	$ 12,517,279	$ 13,237,331	$ 13,875,665	$ 14,699,910	$ 14,908,009	$ 15,996,124	$ 16,559,267	$ 18,224,074
Contributions as a percentage of covered-employee payroll	14%	14%	14%	14%	14%	14%	14%	14%	14%	14%

Notes to Schedule:

* Only nine fiscal years are presented because 10-year data is not yet available.

Schedules of Required Supplementary Information
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS
Last 10 Years*

	2018	2019	2020	2021	2022	2023	2024
Total OPEB Liability							
Service cost	$ 81,277	$ 84,431	$ 84,431	$ 97,491	$ 98,191	$ 80,391	$ 80,391
Interest	44,794	45,537	52,705	27,902	28,388	38,057	41,057
Difference between expected and actual experience	-	-	-	(47,742)	(166,329)	-	463,306
Change in assumptions	-	-	(210,425)	7,465	(151,024)	-	(106,693)
Benefit payments, including refunds of member contributions	(25,646)	(25,646)	(33,656)	(37,547)	(30,639)	(30,639)	(36,728)
Net change in total OPEB liability	100,425	104,322	(106,945)	47,569	(221,413)	87,809	441,333
Total OPEB liability - beginning	1,086,022	1,186,447	1,290,769	1,183,824	1,231,393	1,009,980	1,097,789
Total OPEB liability - ending	$ 1,186,447	$ 1,290,769	$ 1,183,824	$ 1,231,393	$ 1,009,980	$ 1,097,789	$ 1,539,122
Covered employee payroll	$ 30,068,853	$ 30,068,853	$ 33,734,659	$ 33,734,659	$ 39,094,305	$ 39,094,305	$ 45,523,420
Total OPEB liability as a percentage of covered employee payroll	3.95%	4.29%	3.51%	3.65%	2.58%	2.81%	3.38%

Notes to Schedule:

* Only six fiscal years are presented because 10-year data is not yet available.

Other Supplementary Information

Broken Arrow
Balance Sheet
General Fund Accounts
June 30, 2024

	General Fund	Escrow Fund	Total General Fund
ASSETS			
Cash and cash equivalents	$ 1,241,130	$ 541,115	$ 1,782,245
Investments	10,826,860	-	10,826,860
Taxes receivable, net	394,149	-	394,149
Due from other funds	17,501,198	-	17,501,198
Receivable from other governments	11,128,557	69,848	11,198,405
Accrued interest receivable	85,768	-	85,768
Leases receivable	7,765,225	-	7,765,225
Other receivables, net	1,908,482	-	1,908,482
Prepaid expenses	3,341	-	3,341
Total assets	50,854,710	610,963	51,465,673
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	1,048,602	34,082	1,082,684
Accrued payroll	904,482	-	904,482
Due to other funds	3,517,905	-	3,517,905
Due to other governments	19,397	69,618	89,015
Due to bondholders	-	55,624	55,624
Unearned revenue	-	258,690	258,690
Amounts held in escrow	325,482	192,949	518,431
Total liabilities	5,815,868	610,963	6,426,831
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows-leases	9,158,407	-	9,158,407
Unavailable revenue	482,112	-	482,112
Total deferred inflows of resources	9,640,519	-	9,640,519
Fund balances:			
Assigned	14,913,066	-	14,913,066
Unassigned	20,485,257	-	20,485,257
Total fund balances	35,398,323	-	35,398,323
Total liabilities, deferred inflows of resources and fund balances	$ 50,854,710	$ 610,963	$ 51,465,673

Broken Arrow
Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund Accounts
For the year ended June 30, 2024

	General Fund	Escrow Fund	Total General Fund
REVENUES			
Sales and use taxes	$ 64,296,443	$ -	$ 64,296,443
Franchise and miscellaneous taxes	5,416,323	-	5,416,323
Intergovernmental	824,534	-	824,534
Charges for services	15,370,877	-	15,370,877
Fines and forfeitures	1,559,327	-	1,559,327
Licenses and permits	2,457,430	-	2,457,430
Rental income	619,677	-	619,677
Investment income	728,662	-	728,662
Miscellaneous	110,700	-	110,700
Total revenues	91,383,973	-	91,383,973
EXPENDITURES			
Current:			
General government	16,617,406	-	16,617,406
Public services	3,461,716	-	3,461,716
Parks and recreation	6,308,232	-	6,308,232
Debt Service:			
Principal	-	-	-
Capital Outlay	10,897	-	10,897
Total Expenditures	26,398,251	-	26,398,251
Excess (deficiency) of revenues over expenditures	64,985,722	-	64,985,722
OTHER FINANCING SOURCES (USES)			
Transfers in	21,505,297	-	21,505,297
Transfers out	(82,256,878)	-	(82,256,878)
Total other financing sources and uses	(60,751,581)	-	(60,751,581)
Net change in fund balances	4,234,141	-	4,234,141
Fund balances - beginning	31,164,184	-	31,164,184
Fund balances - ending	$ 35,398,323	$ -	$ 35,398,323

Broken Arrow
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2024

	SPECIAL REVENUE FUNDS						
	Excess Capacity Sewer Escrow	Stormwater Capital	Convention and Visitor's Bureau	Police Enhancement	Street and Alley	Housing and Urban Development	CARES Act Fund
ASSETS							
Cash and cash equivalents	$ 2,044,330	$ 821,585	$ 1,762,249	$ 252,605	$ 1,009,955	$ 274,539	$ 122,209
Investments	-	-	-	-	-	-	-
Taxes receivable	-	-	-	-	-	-	-
Due from other funds	-	-	-	765	-	-	-
Receivable from other governments	-	-	-	-	199,012	287,373	400,000
Accrued interest receivable	-	-	-	-	-	-	-
Other receivables, net	-	-	98,192	-	-	-	-
Prepaid expense	-	-	-	-	-	-	-
Total assets	2,044,330	821,585	1,860,441	253,370	1,208,967	561,912	522,209
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES							
Liabilities:							
Accounts payable	-	305,986	45,246	-	-	288,434	-
Due to other funds	-	-	-	5,909	-	-	-
Amounts held in escrow	-	-	-	-	-	86	-
Total liabilities	-	305,986	45,246	5,909	-	288,520	-
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue	-	-	50,786	-	-	287,373	-
Total deferred inflows of resources	-	-	50,786	-	-	287,373	-
Fund balances:							
Restricted	-	-	1,764,409	247,461	1,208,967	(13,981)	522,209
Committed	2,044,330	515,599	-	-	-	-	-
Assigned	-	-	-	-	-	-	-
Total fund balances	2,044,330	515,599	1,764,409	247,461	1,208,967	(13,981)	522,209
Total liabilities, deferred inflows of resources and fund balances	$ 2,044,330	$ 821,585	$ 1,860,441	$ 253,370	$ 1,208,967	$ 561,912	$ 522,209

(Continued)

Broken Arrow
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2024

	SPECIAL REVENUE FUNDS							
	E911	Crime Prevention	Alcohol Enforcement	Street Light	Admin Technology Fund	Creek TIF Apportionment Fund	Opioid Settlement Fund	PSO 1% Franchise Fee Fund
ASSETS								
Cash and cash equivalents	$ 2,033,215	$ 186,809	$ 94,973	$ 1,249,509	$ 130,223	$ 71,504	$ 1,666,215	$ 1,423,594
Investments	-	-	-	-	-	-	-	-
Taxes receivable	-	-	-	-	-	-	-	80,237
Due from other funds	-	-	-	-	-	-	-	-
Receivable from other governments	-	74	-	-	-	-	-	-
Accrued interest receivable	-	-	-	-	-	-	-	-
Other receivables, net	141,068	-	-	80,594	-	-	402,500	-
Prepaid expense	-	-	-	-	-	-	-	-
Total assets	2,174,283	186,883	94,973	1,330,103	130,223	71,504	2,068,715	1,503,831
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES								
Liabilities:								
Accounts payable	1,421	-	-	257,984	-	-	-	-
Due to other funds	-	-	-	-	-	-	-	-
Amounts held in escrow	-	-	-	-	-	-	-	-
Total liabilities	1,421	-	-	257,984	-	-	-	-
DEFERRED INFLOWS OF RESOURCES								
Unavailable revenue	-	-	-	3,348	-	-	402,500	-
Total deferred inflows of resources	-	-	-	3,348	-	-	402,500	-
Fund balances:								
Restricted	2,172,862	186,883	94,973	-	130,223	71,504	1,666,215	1,503,831
Committed	-	-	-	1,068,771	-	-	-	-
Assigned	-	-	-	-	-	-	-	-
Total fund balances	2,172,862	186,883	94,973	1,068,771	130,223	71,504	1,666,215	1,503,831
Total liabilities, deferred inflows of resources and fund balances	$ 2,174,283	$ 186,883	$ 94,973	$ 1,330,103	$ 130,223	$ 71,504	$ 2,068,715	$ 1,503,831

(Continued)

Broken Arrow
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2024

	CAPITAL PROJECT FUNDS							
	2014 General Obligation Bond Fund	Parks and Recreation	Cemetery Care	Street Sales Tax	1994 General Obligation Bond Fund	2008 General Obligation Bond Fund	2011 General Obligation Bond Fund	Total Governmental Funds
ASSETS								
Cash and cash equivalents	$ 4,839,951	$ 1,140,104	$ 451,385	$ 5,722,699	$ 308	$ 32,961	$ 265,439	$ 25,596,361
Investments	1,078,043	-	-	3,155,856	-	-	-	4,233,899
Taxes receivable	-	-	-	-	-	-	-	80,237
Due from other funds	-	-	-	-	-	-	-	765
Receivable from other governments	-	-	-	880,511	-	-	-	1,766,970
Accrued interest receivable	10,139	-	-	32,031	-	-	-	42,170
Other receivables, net	-	31,105	8,137	-	-	-	-	761,596
Prepaid expense	-	-	-	-	-	-	-	-
Total assets	5,928,133	1,171,209	459,522	9,791,097	308	32,961	265,439	32,481,998
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES								
Liabilities:								
Accounts payable	39,863	-	422	242,071	-	-	-	1,181,427
Due to other funds	-	-	-	-	-	-	-	5,909
Amounts held in escrow	-	-	-	-	-	-	-	86
Total liabilities	39,863	-	422	242,071	-	-	-	1,187,422
DEFERRED INFLOWS OF RESOURCES								
Unavailable revenue	10,139	-	-	32,032	-	-	-	786,178
Total deferred inflows of resources	10,139	-	-	32,032	-	-	-	786,178
Fund balances:								
Restricted	5,878,131	-	181,824	9,516,994	-	32,961	265,439	25,430,905
Committed	-	1,171,209	277,276	-	308	-	-	5,077,493
Assigned	-	-	-	-	-	-	-	-
Total fund balances	5,878,131	1,171,209	459,100	9,516,994	308	32,961	265,439	30,508,398
Total liabilities, deferred inflows of resources and fund balances	$ 5,928,133	$ 1,171,209	$ 459,522	$ 9,791,097	$ 308	$ 32,961	$ 265,439	$ 32,481,998

Broken Arrow
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the year ended June 30, 2024

	SPECIAL REVENUE FUNDS						
	Excess Capacity Sewer Escrow	Stormwater Capital	Convention and Visitor's Bureau	Police Enhancement	Street and Alley	Housing and Urban Development	CARES Act Fund
REVENUES							
Sales and use tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property tax - TIF	-	-	-	-	-	-	-
Franchise and miscellaneous taxes	-	-	795,093	-	-	-	-
Intergovernmental	-	-	-	65,783	1,081,695	219,717	400,000
Charges for services	-	55,966	-	-	-	-	-
Fees and fines	-	-	-	-	-	-	-
Investment earnings	10,198	3,968	8,735	380	-	-	262,234
Miscellaneous	191,426	-	-	4,758	-	-	-
Total revenues	201,624	59,934	803,828	70,921	1,081,695	219,717	662,234
EXPENDITURES							
Current:							
General government	-	-	434,832	-	-	-	-
Public safety	-	-	-	35,834	-	-	-
Public services	-	-	-	-	-	-	-
Capital outlay	-	822,695	33,206	11,222	178,139	479,894	561,927
Total expenditures	-	822,695	468,038	47,056	178,139	479,894	561,927
Excess (deficiency) of revenues over expenditures	201,624	(762,761)	335,790	23,865	903,556	(260,177)	100,307
OTHER FINANCING SOURCES (USES)							
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	(275,000)	-	(1,000,000)	-	(7,000,000)
Total other financing sources and uses	-	-	(275,000)	-	(1,000,000)	-	(7,000,000)
Net change in fund balances	201,624	(762,761)	60,790	23,865	(96,444)	(260,177)	(6,899,693)
Fund balances - beginning	1,842,706	1,278,360	1,703,619	223,596	1,305,411	246,196	7,421,902
Fund balances - ending	$ 2,044,330	$ 515,599	$ 1,764,409	$ 247,461	$ 1,208,967	$ (13,981)	$ 522,209

(Continued)

Broken Arrow
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the year ended June 30, 2024

	SPECIAL REVENUE FUNDS							
	E911	Crime Prevention	Alcohol Enforcement	Street Light	Admin Technology Fund	Creek TIF Apportionment Fund	Opioid Settlement Fund	PSO 1% Franchise Fee Fund
REVENUES								
Sales and use tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property tax - TIF	-	-	-	-	-	101,869	-	-
Franchise and miscellaneous taxes	-	-	-	-	-	-	-	1,261,429
Intergovernmental	-	16,423	-	-	-	-	-	-
Charges for services	1,504,407	-	-	1,221,848	37,928	-	-	-
Fees and fines	-	-	4,875	-	-	-	-	-
Investment earnings	9,756	1,991	432	6,342	354	301	4,998	6,078
Miscellaneous	-	-	-	-	-	-	1,210,014	-
Total revenues	1,514,163	18,414	5,307	1,228,190	38,282	102,170	1,215,012	1,267,507
EXPENDITURES								
Current:								
General government	-	-	-	-	5,450	30,666	-	-
Public safety	-	8,073	7,129	-	-	-	-	-
Public services	-	-	-	519,841	-	-	-	-
Capital outlay	2,340	-	-	441,929	7,800	-	-	-
Total expenditures	2,340	8,073	7,129	961,770	13,250	30,666	-	-
Excess (deficiency) of revenues over expenditures	1,511,823	10,341	(1,822)	266,420	25,032	71,504	1,215,012	1,267,507
OTHER FINANCING SOURCES (USES)								
Transfers in	-	-	-	-	-	-	-	-
Transfers out	(1,000,000)	-	-	-	-	-	-	-
Total other financing sources and uses	(1,000,000)	-	-	-	-	-	-	-
Net change in fund balances	511,823	10,341	(1,822)	266,420	25,032	71,504	1,215,012	1,267,507
Fund balances - beginning	1,661,039	176,542	96,795	802,351	105,191	-	451,203	236,324
Fund balances - ending	$ 2,172,862	$ 186,883	$ 94,973	$ 1,068,771	$ 130,223	$ 71,504	$ 1,666,215	$ 1,503,831

(Continued)

Broken Arrow
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the year ended June 30, 2024

	CAPITAL PROJECT FUNDS							
	2014 General Obligation Bond Fund	Parks and Recreation	Cemetery Care	Street Sales Tax	1994 General Obligation Bond Issue	2008 General Obligation Bond Fund	2011 General Obligation Bond Fund	Total-Other Governmental Funds
REVENUES								
Sales and use tax	$ -	$ -	$ -	$ 5,035,773	$ -	$ -	$ -	$ 5,035,773
Property tax - TIF	-	-	-	-	-	-	-	101,869
Franchise and miscellaneous taxes	-	-	-	-	-	-	-	2,056,522
Intergovernmental	-	-	-	-	-	-	-	1,783,618
Charges for services	-	318,496	78,880	-	-	-	-	3,217,525
Fees and fines	-	-	-	-	-	-	-	4,875
Investment earnings	200,893	6,221	2,224	164,371	33	167	2,137	691,813
Miscellaneous	-	54,115	-	-	-	-	-	1,460,313
Total revenues	200,893	378,832	81,104	5,200,144	33	167	2,137	14,352,308
EXPENDITURES								
Current:								
General government	-	-	-	-	-	-	-	470,948
Public safety	-	-	-	-	-	-	-	51,036
Public services	-	-	-	-	-	-	-	519,841
Capital outlay	2,030,070	375,622	48,851	2,247,442	35,843	-	208,962	7,485,942
Total expenditures	2,030,070	375,622	48,851	2,247,442	35,843	-	208,962	8,527,767
Excess (deficiency) of revenues over expenditures	(1,829,177)	3,210	32,253	2,952,702	(35,810)	167	(206,825)	5,824,541
OTHER FINANCING SOURCES (USES)								
Transfers in	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	(9,275,000)
Total other financing sources and uses	-	-	-	-	-	-	-	(9,275,000)
Net change in fund balances	(1,829,177)	3,210	32,253	2,952,702	(35,810)	167	(206,825)	(3,450,459)
Fund balances - beginning	7,707,308	1,167,999	426,847	6,564,292	36,118	32,794	472,264	33,958,857
Fund balances - ending	$ 5,878,131	$ 1,171,209	$ 459,100	$ 9,516,994	$ 308	$ 32,961	$ 265,439	$ 30,508,398

Broken Arrow
Combining Schedule of Net Position
Broken Arrow Municipal Authority Accounts
June 30, 2024

	Municipal Authority	BAMA Sales Tax Account	Sanitary Capital Account	Total
ASSETS				
Current assets:				
Cash and cash equivalents	$ (18,221,924)	$ 6,061,805	$ 1,335,974	$ (10,824,145)
Restricted cash and cash equivalents	7,479,156	38,721,764	-	46,200,920
Accounts receivable, net	10,197,044	-	-	10,197,044
Due from other funds	4,047,753	-	-	4,047,753
Due from other governments	49,396	19,229,137	-	19,278,533
Inventories	1,373,533	-	-	1,373,533
Prepaid assets	20,500	-	-	20,500
Total current assets	4,945,458	64,012,706	1,335,974	70,294,138
Non-current assets:				
Restricted cash and cash equivalents	752,760	849,706	-	1,602,466
Investment in joint venture	37,942,324	-	-	37,942,324
Capital Assets:				
Land and other nondepreciable assets	42,628,690	-	-	42,628,690
Other capital assets, net of accumulated depreciation	207,806,042	-	-	207,806,042
Total non-current assets	289,129,816	849,706	-	289,979,522
Total assets	294,075,274	64,862,412	1,335,974	360,273,660
DEFERRED OUTFLOWS OF RESOURCES				
Deferred charge on refunding	-	31,244	-	31,244
Deferred amounts related to OPEB	141,199	-	-	141,199
Total deferred outflows of resources	141,199	31,244	-	172,443
LIABILITIES				
Current liabilities:				
Accounts payable	6,394,005	1,000	-	6,395,005
Accrued payroll payable	1,065,758	-	-	1,065,758
Accrued interest payable	-	2,032,241	-	2,032,241
Due to other funds	17,501,198	-	-	17,501,198
Other accrued expenses	181,939	-	-	181,939
Amounts held in escrow	156,659	-	-	156,659
Compensated absences	729,842	-	-	729,842
Claims and judgments	-	-	-	-
Meter deposit liability	203,047	-	-	203,047
Bonds, notes and loans payable, net	1,376,334	6,672,770	-	8,049,104
Capital lease obligation	-	-	-	-
Total current liabilities	27,608,782	8,706,011	-	36,314,793
Non-current liabilities:				
Compensated absences	212,265	-	-	212,265
Meter deposit liability	752,760	-	-	752,760
Bonds, notes and loans payable, net	550,533	173,649,653	-	174,200,186
Total OPEB liability	435,132	-	-	435,132
Total non-current liabilities	1,950,690	173,649,653	-	175,600,343
Total liabilities	29,559,472	182,355,664	-	211,915,136
DEFERRED INFLOW OF RESOURCES				
Deferred amounts related to OPEB	137,990	-	-	137,990
Total deferred inflow of resources	137,990	-	-	137,990
NET POSITION				
Net Investment in capital assets	248,507,865	(180,322,423)	-	68,185,442
Restricted for debt service	-	20,386,023	-	20,386,023
Unrestricted	16,011,146	42,474,392	1,335,974	59,821,512
Total net position	$ 264,519,011	$ (117,462,008)	$ 1,335,974	$ 148,392,977

Broken Arrow
Combining Schedule of Revenues, Expenses and Changes in Fund Net Position
Broken Arrow Municipal Authority Accounts
For the Year Ended June 30, 2024

	Municipal Authority	BAMA Sales Tax Account	Sanitary Capital Account	Total
REVENUES				
Water charges	$ 30,347,459	$ -	$ -	$ 30,347,459
Sewer charges	17,924,697	-	-	17,924,697
Sanitation charges	9,547,225	-	-	9,547,225
Stormwater fees	9,007,298	-	-	9,007,298
Fees and fines	1,136,027	-	-	1,136,027
Miscellaneous	551,610	-	-	551,610
Total operating revenues	68,514,316	-	-	68,514,316
OPERATING EXPENSES				
General government	1,565,534	-	-	1,565,534
Finance and administration	2,665,140	-	-	2,665,140
Engineering and construction	3,931,868	-	-	3,931,868
Water distribution	14,058,750	-	-	14,058,750
Saitary sewer system	8,177,529	-	-	8,177,529
Sanitation services	8,586,005	-	-	8,586,005
Support services	3,717,770	-	-	3,717,770
Stormwater	4,077,062	-	-	4,077,062
Geographic Information System	795,387	-	-	795,387
Bond issuance costs	-	154,170	-	154,170
Depreciation	14,214,013	-	-	14,214,013
Total Operating Expenses	61,789,058	154,170	-	61,943,228
Operating income (loss)	6,725,258	(154,170)	-	6,571,088
NON-OPERATING REVENUES (EXPENSES)				
Interest and investment revenue	20,987	1,451,533	6,765	1,479,285
Gain on disposal of capital assets	825	-	-	825
Operating grant	718,754	-	-	718,754
Interest expense and fiscal charges	-	(6,020,157)	-	(6,020,157)
Total non-operating revenue (expenses)	740,566	(4,568,624)	6,765	(3,821,293)
Income (loss) before contributions and transfers	7,465,824	(4,722,794)	6,765	2,749,795
Capital contributions	11,642,722	-	-	11,642,722
Transfers in	20,170,297	-	-	20,170,297
Transfers out	(20,770,297)	-	-	(20,770,297)
Change in net position	18,508,546	(4,722,794)	6,765	13,792,517
Total net position - beginning	246,010,465	(112,739,214)	1,329,209	134,600,460
Total net position - ending	$ 264,519,011	$ (117,462,008)	$ 1,335,974	$ 148,392,977

Broken Arrow
Combining Schedule of Cash Flows
Broken Arrow Municipal Authority Accounts
For the Year Ended June 30, 2024

	Municipal Authority	BAMA Sales Tax Account	Sanitary Capital Account	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	$ 69,093,091	$ -	$ -	$ 69,093,091
Payments to suppliers	(27,732,904)	(153,170)	-	(27,886,074)
Payments to employees	(20,918,710)	-	-	(20,918,710)
Receipts of customer meter deposits	378,911	-	-	378,911
Payment of customer meter deposits	(438,337)	-	-	(438,337)
Interfund payments & receipts	3,184,058	-	-	3,184,058
Net cash provided by operating activities	23,566,109	(153,170)	-	23,412,939
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers from other funds	20,170,297	-	-	20,170,297
Transfer to other funds	(20,770,297)	-	-	(20,770,297)
Net cash provided by (used in) noncapital financing activities	(600,000)	-	-	(600,000)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Purchase of capital assets	(14,400,125)	-	-	(14,400,125)
Proceeds from issuance of debt	-	25,056,484	-	25,056,484
Proceeds from sale of capital assets	3,700	-	-	3,700
Principal paid on capital debt	(550,533)	(10,534,766)	-	(11,085,299)
Interest paid on capital debt	-	(6,020,157)	-	(6,020,157)
Net cash provided by (used in) capital and related financing activities	(14,946,958)	8,501,561	-	(6,445,397)
CASH FLOWS FROM INVESTING ACTIVITIES				
(Increase) decrease in investment in joint venture	148,757	-	-	148,757
Interest and dividends	20,987	731,343	6,765	759,095
Net cash provided by investing activities	169,744	731,343	6,765	907,852
Net Increase (decrease) in cash and cash equivalents	8,188,895	9,079,734	6,765	17,275,394
Balances-beginning of year	(18,178,903)	36,553,541	1,329,209	19,703,847
Balances-end of year	$ (9,990,008)	$ 45,633,275	$ 1,335,974	$ 36,979,241
Reconciliation to Combining Statement of Net Position:				
Cash and cash equivalents	$ (18,221,924)	$ 6,061,805	$ 1,335,974	$ (10,824,145)
Restricted cash and cash equivalents-current	7,479,156	38,721,764	-	46,200,920
Restricted cash and cash equivalents-noncurrent	752,760	849,706	-	1,602,466
Total cash and cash equivalents, end of year	(9,990,008)	45,633,275	1,335,974	36,979,241
Reconciliation of Operating Income to Net Cash Provided by (Used in) Operating Activities:				
Operating income (loss)	$ 6,725,258	$ (154,170)	$ -	$ 6,571,088
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:				
Depreciation expense	14,214,013	-	-	14,214,013
Operating grants and contributions	718,754	-	-	718,754
Change in assets, liabilities and deferrals:				
Receivables, net	(117,895)	-	-	(117,895)
Due from other funds	(154,081)	-	-	(154,081)
Due from other governments	(41,094)	-	-	(41,094)
Inventories	(92,766)	-	-	(92,766)
Prepaid assets	-	-	-	-
Deferred amounts related to OPEB	(85,522)	-	-	(85,522)
Accounts payables	(1,271,762)	1,000	-	(1,270,762)
Accrued payroll	97,518	-	-	97,518
Due to other funds	3,338,139	-	-	3,338,139
Amounts held in escrow	19,010	-	-	19,010
Accrued compensated absences	157,970	-	-	157,970
Customer meter deposits payable	(59,426)	-	-	(59,426)
Total OPEB liability	117,993	-	-	117,993
Net cash provided by (used in) operating activities	$ 23,566,109	$ (153,170)	$ -	23,412,939
Non-cash Activities:				
Capital assets contributed	$ 11,642,722	$ -	$ -	$ 11,642,722
Forgiveness of debt	-	-	-	-
Total Non-cash Activities	$ 11,642,722	$ -	$ -	$ 11,642,722

Broken Arrow
Combining Statement of Net Position
Internal Service Funds
June 30, 2024

	Worker's Compensation	Group Health & Life	Total
ASSETS			
Current assets:			
Cash and cash equivalents	$ 2,019,527	$ 2,017,077	$ 4,036,604
Other receivables	24,687	411,072	435,759
Total assets	2,044,214	2,428,149	4,472,363
LIABILITIES			
Current Liabilities:			
Accounts payable	-	25,048	25,048
Claims liability	1,138,000	-	1,138,000
Total current liabilities	1,138,000	25,048	1,163,048
Non-current liabilities:			
Claims liability	1,290,000	987,000	2,277,000
Total non-current liabilities	1,290,000	987,000	2,277,000
Total liabilities	2,428,000	1,012,048	3,440,048
NET POSITION			
Unrestricted (deficit)	(383,786)	1,416,101	1,032,315
Total Net Position	$ (383,786)	$ 1,416,101	$ 1,032,315

Broken Arrow
Combining Statement of Revenues, Expenses and Changes in Fund Net Position
Internal Service Funds
For the Year Ended June 30, 2024

	Worker's Compensation	Group Health & Life	Total
OPERATING REVENUES			
Self insurance charges	$ 1,155,000	$ 12,484,119	$ 13,639,119
Total operating revenues	1,155,000	12,484,119	13,639,119
OPERATING EXPENSES			
Claims expense	1,046,291	11,272,357	12,318,648
Total operating expenses	1,046,291	11,272,357	12,318,648
Operating income (loss)	108,709	1,211,762	1,320,471
NON-OPERATING REVENUES (EXPENSES)			
Interest and investment revenue	7,980	7,211	15,191
Miscellaneous revenue	49,691	-	49,691
Total non-operating revenue (expenses)	57,671	7,211	64,882
Change in net position	166,380	1,218,973	1,385,353
Total net position - beginning	(550,166)	197,128	(353,038)
Total net position - ending	$ (383,786)	$ 1,416,101	$ 1,032,315

Broken Arrow
Combining Statement of Cash Flows
Internal Service Funds
For the Year Ended June 30, 2024

	Worker's Compensation	Group Health & Life	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers	$ 1,180,004	$ 12,364,286	$ 13,544,290
Claims paid	(1,363,639)	(11,171,100)	(12,534,739)
Net cash provided by (used in) operating activities	(183,635)	1,193,186	1,009,551
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest and dividends	7,980	7,211	15,191
Net cash provided by investing activities	7,980	7,211	15,191
Net increase (decrease) in cash and cash equivalents	(175,655)	1,200,397	1,024,742
Balances-beginning of year	2,195,182	816,680	3,011,862
Balances-end of year	$ 2,019,527	$ 2,017,077	$ 4,036,604
Reconciliation to Combining Statement of Net Position:			
Cash, including time deposits	$ 2,019,527	$ 2,017,077	$ 4,036,604
Total cash and cash equivalents, end of year	$ 2,019,527	$ 2,017,077	$ 4,036,604
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used In) Operating Activities:			
Operating income (loss)	$ 108,709	$ 1,211,762	$ 1,320,471
Adjustments to reconcile operating income to net cash provided by (used in) operating activities:			
Miscellaneous non-operating revenue	49,691	-	49,691
Change in assets and liabilities:			
Other receivable	(24,687)	(119,833)	(144,520)
Accounts and other payables	(16,348)	15,457	(891)
Claims liability	(301,000)	85,800	(215,200)
Net cash provided by (used in) operating activities	$ (183,635)	$ 1,193,186	$ 1,009,551

CITY OF BROKEN ARROW, OKLAHOMA

SINGLE AUDIT REPORTS
AND SUPPLEMENTARY SCHEDULES

June 30, 2024

CITY OF BROKEN ARROW, OKLAHOMA

June 30, 2024

PAGE

SINGLE AUDIT REPORTS AND SUPPLEMENTARY SCHEDULES:

Reports related to financial statements of the reporting entity Required by GAO *Government Auditing Standards*:

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 1

Reports related to Federal Assistance Programs Required by the Uniform Guidance:

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance 3

Schedule of Expenditures of Federal Awards 6

Notes to the Schedule of Expenditures of Federal Awards 7

Schedule of Findings and Questioned Costs 8

Summary Schedule of Prior Audit Findings and Questioned Costs 11

Arledge
certified public accountants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the City Council
City of Broken Arrow, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Broken Arrow, Oklahoma (the "City"), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated September 29, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

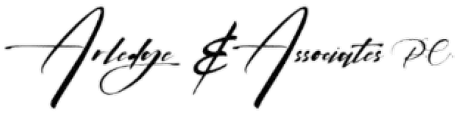
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matter that is required to be reported under Government Auditing Standards and which is described in the accompanying schedule of findings and questioned costs as item 2024-001.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Oklahoma City, Oklahoma
September 29, 2025

Arledge
certified public accountants

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and Members of the City Council
City of Broken Arrow, Oklahoma

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Broken Arrow, Oklahoma's (the "City") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2024. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated September 29, 2025 which contained unmodified opinions on those financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Arledge & Associates PC

Oklahoma City, Oklahoma
September 29, 2025

CITY OF BROKEN ARROW, OKLAHOMA
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2024

Award Information	*AL/other #*	*Pass-Through Entity Name*	*Pass-Through Entity #*	*Passed-through to Subrecipients ($)*	*Federal Expenditures ($)*
CDBG - Entitlement Grants-Cluster					
Department of Housing and Urban Development					
Community Development Block Grants/Entitlement Grants					
Community Development Block Grants/Entitlement Grants	14.218	Tulsa County	B-22-UC-40-0001		168,599
Community Development Block Grants/Entitlement Grants	14.218	Tulsa County	B-23-UC-40-0001		310,824
Total Community Development Block Grants/Entitlement Grants				-	479,423
Total Department of Housing and Urban Development				-	479,423
Total CDBG - Entitlement Grants-Cluster				-	479,423
Highway Safety Cluster-Cluster					
Department of Transportation					
State and Community Highway Safety					
State and Community Highway Safety	20.600	Oklahoma Highway Safety	PT-23-03-23-04		16,350
State and Community Highway Safety	20.600	Oklahoma Highway Safety	PT-24-03-04-25		53,626
Total State and Community Highway Safety				-	69,976
Total Department of Transportation				-	69,976
Total Highway Safety Cluster-Cluster				-	69,976
Other Programs (Treated individually for major program determination)					
United States Department of Justice					
Crime Victim Assistance					
Crime Victim Assistance	16.575	District Attorney's Council	2022-VOCA-Broken Arrow CI-143		2,000
Total Crime Victim Assistance				-	2,000
Equitable Sharing Program					
Equitable Sharing Program	16.922				8,306
Total Equitable Sharing Program				-	8,306
Total United States Department of Justice				-	10,306
Department of Transportation					
Highway Planning and Construction					
Highway Planning and Construction	20.205	CMAQ			-20,061
Highway Planning and Construction	20.205	CMAQ			400,000
Highway Planning and Construction	20.205	CMAQ			83,596
Total Highway Planning and Construction				-	463,535
Total Department of Transportation				-	463,535
Department of the Treasury					
Coronavirus State and Local Fiscal Recovery Funds (Single or Program-specific Audit)					
Coronavirus State and Local Fiscal Recovery Funds (Single or Program-specific Audit)	21.027				1,052,253
Total Coronavirus State and Local Fiscal Recovery Funds (Single or Program-specific Audit)				-	1,052,253
Total Department of the Treasury				-	1,052,253
Department of Homeland Security					
Hazard Mitigation Grant					
Hazard Mitigation Grant	97.039	ODEMHS	4438DR-OK		153,669
Hazard Mitigation Grant	97.039	ODEMHS	FEMA 475DROK 0016		387,734
Total Hazard Mitigation Grant				-	541,403
Assistance to Firefighters Grant					
Assistance to Firefighters Grant	97.044		EMW-2022-FG-05308		32,604
Total Assistance to Firefighters Grant				-	32,604
Total Department of Homeland Security				-	574,007
Total Other Programs (Treated individually for major program determination)				-	2,100,101
Total Expenditures of Federal Awards				$ -	$ 2,649,500

CITY OF BROKEN ARROW, OKLAHOMA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

June 30, 2024

NOTE A—BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (SEFA) includes the federal award activity of the City under programs of the federal government for the year ended June 30, 2024. The information in this SEFA is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the SEFA presents only a selected portion of the operations of City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

NOTE B—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the SEFA are reported on the accrual basis of accounting. Expenditures of federal awards are recognized in the accounting period when the liability is incurred. Such expenditures are recognized following, as applicable, either the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available. The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE C—SUBRECIPIENTS

The City did not pass through any funding to subrecipients during the year ended June 30, 2024.

NOTE D—SUBSEQUENT EVENTS

The City has evaluated the effects of all subsequent events from June 30, 2024, through the date on which the SEFA was available to be issued, for potential recognition or disclosure in this SEFA. The City is not aware of any subsequent events which would require recognition or disclosure in the SEFA.

CITY OF BROKEN ARROW, OKLAHOMA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

June 30, 2024

Section I--Summary of Auditor's Results

Financial statements

Type of auditor's report issued on whether the financial statements were in accordance with GAAP: *Unmodified*

Internal control over financial reporting:

- Material weakness(es) identified? _____ yes __X__ no
- Significant deficiency(ies) identified? _____ yes __X__ none reported

Noncompliance material to financial statements noted? __X__ yes _____ no

Federal Awards

Internal control over major federal programs:

- Material weakness(es) identified? _____ yes __X__ no
- Significant deficiency(ies) identified? _____ yes __X__ none reported

Type of auditor's report issued on compliance for major federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes __X__ no

Identification of major federal programs:

Program	Federal AL Number
Coronavirus State and Local Fiscal Recovery Funds	21.027
Community Development Block Grant--Entitlement Program	14.218

Dollar threshold used to distinguish between type A and type B programs: $750,000

Auditee qualified as low-risk auditee? _____ yes __X__ no

Section II--Findings Required to be Reported in Accordance with *Government Auditing Standards:*

A. Internal Control Findings

There are no findings requiring reporting under this section.

B. Compliance Findings

2024-001 – Filing with the State Auditor

Criteria: Oklahoma State Statutes require the City's audit to be submitted to the Oklahoma State Auditor and Inspector within six months after the end of the fiscal year.

Condition: The audit was not submitted to the State Auditor and Inspector in a timely fashion.

Cause and Effect: The implementation of Enterprise Resources Planning was the cause, as the City was unable to close the year-end financial statement within the required timeframe to file with the State Auditor. Additionally, the City was short one accountant position during fiscal year 2024, further adding to delays.

Recommendation: We recommend that the internal controls for reporting to the state auditor be reviewed to ensure that future filings are completed in a more timely fashion.

Management Response: We will work more diligently to get this completed within the guidelines. We have still had issues with the new ERP and staff feel that it is getting better each year. We have now completed all modules in fiscal year 2024.

Section III—Findings Required to be Reported in Accordance with the Uniform Guidance:

A. Internal Control Findings

There are no findings requiring reporting under this section.

B. Compliance Findings

There are no findings requiring reporting under this section.

CITY OF BROKEN ARROW, OKLAHOMA

SUMMARY SCHEDULE OF PRIOR FINDINGS AND QUESTIONED COSTS

June 30, 2023

Section II--Findings Required to be Reported in Accordance with *Government Auditing Standards:*

A. Internal Control Findings

Reference Number	Summary of Finding	Status	Corrective Action Plan or Other Explanation
2023-001	During a prior fiscal year, the City's Economic Development Authority entered into a development agreement with a third party, which deeded over land held by the City. The land, and related note receivable were not recorded at the time this transaction took place.	**Resolved**	Staff now monitor any transaction that takes place within the EDA. Also, with land transactions management is now copied on all correspondence so they're aware of land being transferred. On regular disposals the finance department is the staff that puts the items on the agenda for auction, so they are tracking those disposals closely.

B. Compliance Findings

Reference Number	Summary of Finding	Status	Corrective Action Plan or Other Explanation
2023-002	The audit was not submitted to the State Auditor and Inspector within a timely fashion.	**In Progress**	Staff have corrected the ERP system issues causing previous delays and are in progress to complete close in a timely manner for FY25.

CITY OF BROKEN ARROW, OKLAHOMA

SUMMARY SCHEDULE OF PRIOR FINDINGS AND QUESTIONED COSTS

June 30, 2023

Section III—Findings Required to be Reported in Accordance with the Uniform Guidance:

A. Internal Control Findings

None noted in prior year audit.

B. Compliance Findings

None noted in prior year audit.

City of Broken Arrow

Request for Action

File #: 25-1433, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to execute Budget Amendment Number 8 for Fiscal Year 2026

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

Budget Amendment #8 appropriates a portion of fund balance from interest earnings of the 2018 Bond Issue Fund to provide additional funding for Projects 191711 and 203019.

Cost:	$1,010,000
Funding Source:	2018 Bond Issue Fund, Fund Balance
Requested By:	Cynthia Arnold, Finance Director
Approved By:	City Manager's Office
Attachments:	Budget Amendment #8 for Fiscal Year 2026

Recommendation:
Approval of and authorization to execute Budget Amendment Number 8 for Fiscal Year 2026.

Fund 593 - 2018 Bond Issue
Budget Amendment #8
Fiscal Year 2026
10/7/2025

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
593-353050	FUND BALANCE	$ 17,513,219	$ (1,010,000)	$ 16,503,219
		$ 17,513,219	**$ (1,010,000)**	**$ 16,503,219**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
5931700-570150	191711	PUBLIC SAFETY COMPLEX II	$ -	$ 60,000	$ 60,000
5933008-570150	203019	JAIL RENOVATION	$ 2,790,000.00	$ 950,000	$ 3,740,000
			$ 2,790,000	**$ 1,010,000**	**$ 3,800,000**

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 #8 appropriates a portion of fund balance from interest earnings of the 2018 Bond Issue Fund to provide additional funding for Projects 191711 and 203019.

Approved by the City Council
Tuesday, October 7, 2025

Mayor, Debra Wimpee

Attest by City Clerk

Curtis Green

City of Broken Arrow

Request for Action

File #: 25-1368, **Version:** 1

Broken Arrow City Council
Meeting of: October 7, 2025

Title:
Approval of and authorization to execute Resolution No. 1707, a Resolution ratifying, authorizing, affirming approval of and participation in settlements with Purdue Pharma LP, Members of the Sackler Family, Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior, Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals

Background:
Previously, the City Council authorized the City Manager, on behalf of the City of Broken Arrow, Oklahoma, to take appropriate actions necessary to engage in settlements with opioid manufacturers (See Resolution No. 1700). This Resolutions ratifies, authorizes, and affirms the City's approval of and participation in settlements reached with Purdue Pharma L.P. and its related entities ("Purdue"), and Sackler family members as officers, directors, managers, and shareholders of Purdue (the "Sacklers"), as well as the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals. Further, this Resolution approves and ratifies the actions of its legal counsel in executing documents necessary for the City to effectuate these settlements, including execution of the Purdue State-Subdivision Agreement and the State-Subdivision Agreement applicable to the settlements with the generic opioid manufacturers.

Cost:	N/A
Funding Source:	N/A
Requested By:	Trevor Dennis, City Attorney
Approved By:	City Manager's Office
Attachments:	Resolution No. 1707

Recommendation:
Approve Resolution No. 1707 and authorize its execution.

RESOLUTION NO. 1707

A RESOLUTION RATIFYING, AUTHORIZING, AND AFFIRMING APPROVAL OF AND PARTICIPATION IN SETTLEMENTS WITH PURDUE PHARMA LP, MEMBERS OF THE SACKLER FAMILY, ALVOGEN, INC., AMNEAL PHARMACEUTICALS, INC., APOTEX, INC., HIKMA PHARMACEUTICALS USA, INC., INDIVIOR, INC., MYLAN PHARMACEUTICALS INC., SUN PHARMACEUTICAL INDUSTRIES, INC., AND ZYDUS PHARMACEUTICALS

WHEREAS, pharmaceutical opioids have harmed the City of Broken Arrow, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical manufacturers, including Purdue Pharma L.P. and its related entities ("Purdue"), and Sackler family members as officers, directors, managers, and shareholders of Purdue (the "Sacklers").

WHEREAS, the City of Broken Arrow, Oklahoma has claims against Purdue and/or the Sacklers, and has filed suit to address and seek recovery for the harms caused to it and its citizens.

WHEREAS, Purdue and the Sacklers have agreed to settle claims of political subdivisions in the Purdue bankruptcy plan (the "Plan") in Case Number 7:19-bk-23649, currently pending in the U.S. Bankruptcy Court for the Southern District of New York, and in the Governmental Entities Settlement Agreement ("GESA") which settlement agreement is dated June 17, 2025.

WHEREAS, the City of Broken Arrow, Oklahoma has claims against the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and/or is eligible to participate in settlement agreements with these generic opioid manufacturers, which are dated April 4, 2025, to address the harms caused to it and its citizens from the opioid epidemic.

WHEREAS, the City of Broken Arrow, Oklahoma previously authorized the City Manager, or his signee, and legal counsel to take all actions necessary for the election, engagement, participation, release, and settlement, processing, and any other requirement for the City of Broken Arrow in any proposed settlements pertaining to pharmaceutical opioids (*see* Resolution No. 1700).

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Broken Arrow, Oklahoma hereby acknowledges receipt of the Disclosure Statement for Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue and Its Affiliated Debtors, and that it has been informed of the material aspects of the Plan relative to its claims against Purdue and its affiliated entities.

THEREFORE, BE IT RESOLVED that the City of Broken Arrow, Oklahoma hereby ratifies, authorizes, and affirms its election to participate, and hereby approves its participation in, the Plan and directs its attorneys to vote on its behalf for approval of the Plan and ratifies the vote via master ballot or otherwise by its attorneys on its behalf for approval of the Plan.

THEREFORE, BE IT RESOLVED that the City of Broken Arrow, Oklahoma hereby ratifies, authorizes, and affirms the City Manager's execution of the GESA Participation and Release Form contained in the GESA as Exhibit K (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including release of and/or dismissal with prejudice of the City of Broken Arrow's claims being released in the GESA, including claims against the Sackler's.

THEREFORE, BE IT RESOLVED that the City of Broken Arrow, Oklahoma hereby approves the GESA dated June 17, 2025, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Broken Arrow to participate in the GESA dated June 17, 2025.

THEREFORE, BE IT RESOLVED that the City of Broken Arrow, Oklahoma hereby approves the Purdue State-Subdivision Agreement, upon execution of the Purdue State-Subdivision Agreement by the Attorney General of the State of Oklahoma, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Broken Arrow to participate in the Purdue State-Subdivision Agreement.

THEREFORE, BE IT RESOLVED that the City of Broken Arrow, Oklahoma hereby ratifies, authorizes, and affirms the City Manager's execution of each of the Settlement Participation and Release Forms contained in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including release of and/or dismissal with prejudice of the City of Broken Arrow's claims being released in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA,

Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals.

THEREFORE, BE IT RESOLVED that the City of Broken Arrow, Oklahoma hereby approves the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Broken Arrow to participate in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals.

THEREFORE, BE IT RESOLVED that the City of Broken Arrow, Oklahoma hereby approves the State-Subdivision Agreement applicable to the settlements with the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, upon execution of said State-Subdivision Agreement by the Attorney General of the State of Oklahoma, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Broken Arrow to participate in said State-Subdivision Agreement.

The City of Broken Arrow, Oklahoma adopted the above Resolution on the __ day of October, 2025.

CITY OF BROKEN ARROW, OKLAHOMA

_____
Mayor

Dated this ____day of _____, 2025.

ATTEST:

_____
(Seal) City Clerk

APPROVED:

_____
City Attorney

City of Broken Arrow

Request for Action

File #: 25-1416, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to execute Resolution No. 1708, a Resolution confirming the supplementation and publication of the City of Broken Arrow's Code of Ordinances

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

The City received its first supplement to the Code in August 2015. Since that time, the City has received several supplements including one corrected set of ordinances which included ordinances that were previously omitted by Municipal Code Corporation. The latest supplement was received in September 2025. Resolution No. 1708 confirms that supplementation and publication of the City of Broken Arrow's Code of Ordinances.

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

Cost: $0
Funding Source: None
Requested By: Trevor Dennis, City Attorney
Approved By: City Manager's Office
Attachments: Resolution No. 1708
Recommendation:
Approve and authorize execution of Resolution No. 1708.

RESOLUTION NO. 1708

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

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

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

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

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

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

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

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

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

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 7th day of October 2025.

ATTEST: _____ Mayor

_____
(SEAL) City Clerk

APPROVED:

_____
City Attorney

City of Broken Arrow

Request for Action

File #: 25-1431, **Version:** 1

Broken Arrow City Council
Meeting of: 10/07/2025

Title:
Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 25 financial statements for year ending June 2025

Background:
Last year the city transitioned to Arledge & Associates to prepare and audit our FY 24 financial statement due to the change in staffing with Crawford & Associates. Arledge & Associates had staffing issues during this past year and were late in preparing our statements. Jake Winkler, who is a partner with Arledge & Associates realized the audit had not been finished and worked diligently to get it completed. Staff has had multiple conversations with Mr. Winkler and he has promised he would complete the Audit no later than February 28, 2026. Both parties have agreed that if they do not make the deadline then we will part ways, and staff will solicit new auditors. Arledge & Associates have been with the city since 2011, and staff feel that they should have this last opportunity. Fees will remain the same as FY 24.

Fee Schedule

Prepare the Comprehensive Financial Statements- this will be billed at an hourly rate not to exceed $60,000.

Audit the financial statements according to the accounting standards and presented fairly, in all material respects in conformity with GAAP. $70,500

Single audit- (grants) $7,000

Cost:	$137,500
Funding Source:	Budgeted in General Fund and Broken Arrow Municipal Authority
Requested By:	Cynthia S. Arnold, Finance Director
Approved By:	City Manager's Office
Attachments:	Arledge & Associates 2025 Engagement Letter

Recommendation:
Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 25 financial statements ending June 2025

FY-2025 AUDIT ENGAGEMENT LETTER

October 1, 2025

To the Honorable Mayor and Member of the City Council

We are pleased to confirm our understanding of the services we are to provide for the City of Broken Arrow, Oklahoma (the "City") for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Budgetary Comparison Information; and
3) OPEB Obligation Schedule
4) Pension Plan Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1) Schedule of expenditures of federal awards;
2) Combining Information;
3) Schedule of Debt Service Coverage; and
4) Schedule of Debt Reserve Account Balance.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered

material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

> According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all

service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of

federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you

believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Mayor and City Council of the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be $70,500. Additionally, we will charge a fixed rate of $7,000 for the first major program under the single audit testing and $5,000 for each additional major program as required. Additionally, the preparation of the financial statements will be billed on a per hour basis with a maximum fee of $60,000 at our standard rates. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additional bound copies are available for $.50 per page. This fee includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. The fee is also based on the assistance of Crawford & Associates, P.C. in preparing the City's financial statements. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fee includes Single Audit services, as described above. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our audit of the City's financial statements and Single Audit. Our reports will be addressed to the Mayor and City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this external audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the City agree to be bound. Arledge & Associates, P.C. and the City will share any cost of mediation equally.

We appreciate the opportunity to be of service to the City of Broken Arrow, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Broken Arrow, Oklahoma.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

City of Broken Arrow

Request for Action

File #: 25-1421, **Version:** 1

Broken Arrow City Council
Meeting of: 10/07/2025

Title:
Approval of and authorization to execute an engagement letter with Crawford & Associates for fiscal year 2025 -2026

Background:
Attached is an engagement letter with Crawford & Associates to be available if a situation arises that we need assistance with. Crawford & Associates have been involved with the city for many years and they are a great resource. Payment is only due if we utilize their services.

Cost:	not to exceed $50,000
Funding Source:	Budgeted in General Government Departments in General Fund and BAMA
Requested By:	Cynthia S. Arnold, Finance Director
Approved By:	City Manager's Office
Attachments:	Crawford & Associates 2025-2026 Engagement Letter

Recommendation:
Approve and authorize execution of a fiscal year 2025-2026 engagement letter with Crawford & Associates

CRAWFORD & ASSOCIATES P.C.

October 1, 2025

Honorable Mayor and Members of the City Council
City of Broken Arrow
PO Box 610
Broken Arrow, OK 74013-0610

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Broken Arrow (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Broken Arrow management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Broken Arrow contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Broken Arrow are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- General Accounting and Advisory Assistance

T: 405-691-5550
F: 405-691-5646 | W: www.crawfordcpas.com
E: info@crawfordcpas.com | 10308 Greenbriar Place, Oklahoma City, OK 73159

Requested and Available Services

In conjunction with the requested and available services as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President $275
- Shareholders $190
- Senior Managers $170
- Managers $150
- Senior Professional Staff $130
- Professional Staff $90
- Clerical Staff $60

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request.

The term of this engagement is a period from date of acceptance through June 30, 2026. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Broken Arrow.

Respectfully submitted and agreed to by,

Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Broken Arrow:

By: _____

Title: _____

Date: _____

City of Broken Arrow

Request for Action

File #: 25-1380, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to execute a Promotional License between Ice Challenge Enterprises, LLC and the City of Broken Arrow for the installation and operation of an outdoor holiday ice rink at the Rose District Pavilion

Background:
Ice Challenge Enterprises, LLC will be constructing the ice rink at the Rose District Pavilion beginning November 1st, 2025, through February 1st, 2026.

Hours of operation will be 3:00 p.m. to 9:00 p.m. Monday through Friday and extended hours from 12:00 p.m. to 11:00 p.m. each Saturday and Sunday. Setup of the rink will begin at 8:00 a.m. on Friday, November 1st, 2025, and continue until opening day, which is scheduled for November 8th, 2025. The last day of operation for the 2025 season will be January 6, 2026.

Cost:	$0
Funding Source:	N/A
Requested By:	Matt Hendren, Parks and Recreation Director
Approved By:	City Manager's Office
Attachments:	Promotional License 2025 and Exhibit 1

Recommendation:
Approve and authorize execution of the Promotional License between Ice Challenge Enterprises, LLC and the City of Broken Arrow for the installation and operation of an outdoor holiday ice rink at the Rose District Pavilion

PROMOTIONAL LICENSE BETWEEN
ICE CHALLENGE ENTERPRISES, LLC AND THE CITY OF BROKEN ARROW

This Agreement ("Agreement") is entered into between the CITY OF BROKEN ARROW, Municipal Corporation and ICE CHALLENGE ENTERPRISES, LLC ("Ice Rink Operator"), collectively the ("Parties"):

WHEREAS, the City is the owner of public property and facilities known as The Rose District Plaza and Pavilion, located at 418 S. Main Street, Broken Arrow, Oklahoma County, State of Oklahoma; and

WHEREAS the City recognizes that a portion of Rose District Plaza and Pavilion, specifically where the large, main Pavilion, identified on Exhibit 1 hereto, stands (the "Premises"), will be utilized for an outdoor ice rink to provide recreational services for the benefit of the health, safety and welfare of the residents of City of Broken Arrow; and

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, City and the Ice Rink Operator agree as follows:

1. The City hereby grants the right and privilege to the Ice Rink Operator to use the facilities and property located generally at Premises; and

2. This Agreement term shall take effect November 1st, 2025, and end February 1st, 2026. In consideration of the City making this Premises available for an outdoor ice rink the Ice Rink Operator will reimburse the City for power (electric) services for the period of this contract. Ice Rink Operator acknowledges that the payment for electric services will be due to the City within 45 days following the end of each term.

3. Ice Rink Operator shall not make any changes to any structures or any permanent improvements to the Rose District Plaza and Pavilion without first receiving written permission of the City.

4. It is understood that it is in the public interest that the activities for the ice rink would be limited to such a number and otherwise regulated by Ice Rink Operator as to ensure the public health, safety and welfare during the use of the ice rink and to maintain high standards of quality for the use and benefit of the citizens of Broken Arrow. It is agreed that the Premises is to be used by the Ice Rink Operator for the purposes of recreation and education, and primarily for the purpose of playing, training and promoting ice skating and associated support services. Any other use of the Premises must be approved by the City. It is further understood that the Ice Rink Operator will be responsible for all necessary permits associated with staging and operating an ice rink with their support activities.

5. Ice Rink Operator shall not assign this Agreement, or any interest herein, or subject any portion of the Premises without the consent of the City. The Ice Rink Operator may grant permission and authority to any entities to occupy and use the Premises for any supportive services necessary such as food concessions and a Temporary Automated Teller Machine. With prior written consent from the City by and through its Director of Parks & Recreation Department, or his/her designee, Ice Rink Operator may use, or cause to be used, other portions of the Rose District Plaza and Pavilion for such supportive services as food concessions and a Temporary Automated Teller Machine as are reasonably necessary for the operation of the ice rink. To the extent such supportive services are to be located on property other than under the large, main pavilion, such location must be approved in writing by City by and through its Director of Parks & Recreation Department, or his/her designee. To the extent any such supportive services are authorized by the City to be located at the Rose District Plaza and Pavilion on property other than at the large, main pavilion, such location shall be deemed to be included in the "Premises" as identified in this Agreement, and use of such property shall be subject to all terms and conditions of this Agreement. To the extent required by law, all operators of supportive services shall possess the applicable license or permit for such services.

6. Ice Rink Operator shall indemnify and hold the City harmless from all claims, suits, actions or judgements, including but not limited to all expenses, attorney's fees, witness fees and all other cost of defending any such action or claim or appeals therefrom, arising out of any defect of the premises or from the maintenance or operation and of the ice rink by the Ice Rink Operator, its agent, servants or employees or its invitees or associated supportive service activities.

7. The Ice Rink Operator, at their expense, shall keep in force, during the term of this Agreement, general liability insurance issued by an insurance company authorized to conduct business in the State of Oklahoma by the Oklahoma Insurance Commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the City and the Ice Rink Operator against all liabilities, judgments, costs, damages and expenses that may accrue against, be charged to, or recovered from the City, on account of any matter or thing that may occur on the Premises. Ice Rink Operator will furnish the City a certificate of insurance evidencing general liability coverage for property damage and bodily injury, in a combined single limit of not less than One Million Dollars ($1.000.000.000) per occurrence and will name the City as additional insured. Such insurance certificate shall be submitted to the Director of Parks & Recreation Department, or its designee, by no later than November 1st, 2025.

8. The Ice Rink Operator is authorized, with prior written approval from City by and through its Director of Parks & Recreation Department, or its designee, to install, place and maintain improvements within the Premises during the term of the agreement, and such installation, placement and maintenance, as well as removal, of improvements within the

Premises shall be at the sole risk and expense of the Ice Rink Operator. Furthermore, the City reserves the right to retain the ownership, use, occupancy or possession of any such improvements in place following the end of the term of the agreement and Ice Rink Operator shall not have a claim against the City if the City exercises such right.

9. It is understood and agreed that the Ice Rink Operator shall assume full responsibility for ensuring the protection of the Premises. For purposes of this section, any damage, which may occur to the Premises, will be the responsibility of the Ice Rink Operator during the term of this agreement as a result of the Ice Rink Operator's use of the Premises. There will be two (2) inspections of the Premises by the Ice Rink Operator and the Director of Parks and Recreation or his designee, one at the beginning of the term and to confirm current conditions of the facility and one at the end of the term to assure the facility is in good condition following the use of the Premises. Any damage conditions will be repaired by Ice Rink Operator immediately after ice rink is removed as determined by the Director of the Parks and Recreations or his designee.

10. The Ice Rink Operator will be responsible to collect the trash from the containers located within the Premises. The City will provide the appropriate containers for the removal of the waste from the site. The City shall provide at no charge, solid waste collection, onsite toilets, water and the sand material necessary for staging the rink.

11. The City will provide some holiday lighting in the area of the ice rink. This holiday lighting and any additional area lighting will be coordinated with the Ice Rink Operator. The City shall provide electrical service to the site of the rink at the Ice Rink Operators expense.

12. Before the expiration of the term of the agreement, Ice Rink Operator shall dismantle and remove any improvements not retained by the City and shall clean up trash and debris. In the event that Ice Rink Operator fails to fulfill these obligations in a timely manner, the City shall have the right to do or have done such work and recover the cost of such work from Ice Rink Operator.

13. Security will be determined and provided by the Ice Rink Operator for the daily operation of the ice rink and protection of the equipment and supplies while located on the Premises.

14. The Ice Rink Operator shall have the right to prohibit anything within the Property that would endanger the patron's use of the Premises. Further, the Parties agree that the Ice Rink Operator shall have the right to post the appropriate signs setting forth such prohibitions.

15. The Ice Rink Operator agrees to provide ice skating and recreation activities without discrimination as to race, religion, color, creed, gender or national origin. Under normal conditions, the Ice Rink Operator will not schedule activities after 11:00 pm daily. Written

approval by City's Director of Parks and Recreation is required for any activity that starts and/or runs beyond 11:00 p.m.

16. The Ice Rink Operator shall not make or suffer any use of occupancy of the Premises contrary to any law, state statute or city ordinance currently in effect or hereafter adopted. At all times during the operation of the ice rink, The Ice Rink Operator shall comply with all requests and requirements made by representatives for the City Manager, Chief of Police, Fire Chief, and Director of Parks and Recreation of the City with respect to security, surveillance and public safety, pedestrian matters, fire safety and all matters related thereto, and at all times the foregoing City officials and their designated agents shall be allowed to fully inspect the operation of the ice rink and the Premises.

17. This agreement shall only be amended in writing with the mutual consent of the Ice Rink Operator and the City. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IN WITNESS HEREOF the City of Broken Arrow, and Ice Challenge Enterprises, LLC, by their representatives, set their hands to this agreement of the 11 day of august 2025.

APPROVED AS TO FORM:

Assistant City Attorney

CITY OF BROKEN ARROW, OKLAHOMA

Mayor

ATTEST:

City Clerk (Seal)

ICE CHALLENGE ENTERPRISE, LLC

Dmitri Logoutine, Manager

STATE OF OKLAHOMA)

) ss.

County of Oklahoma)

Before me, a Notary Public, on this 11th day of August 20 25, personally appeared, Dmitri Lagoutine, known to me to be the identical person who executed the within and foregoing instrument, and as the Manager of the ICE CHALLENGE ENTERPRISE, LLC 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.

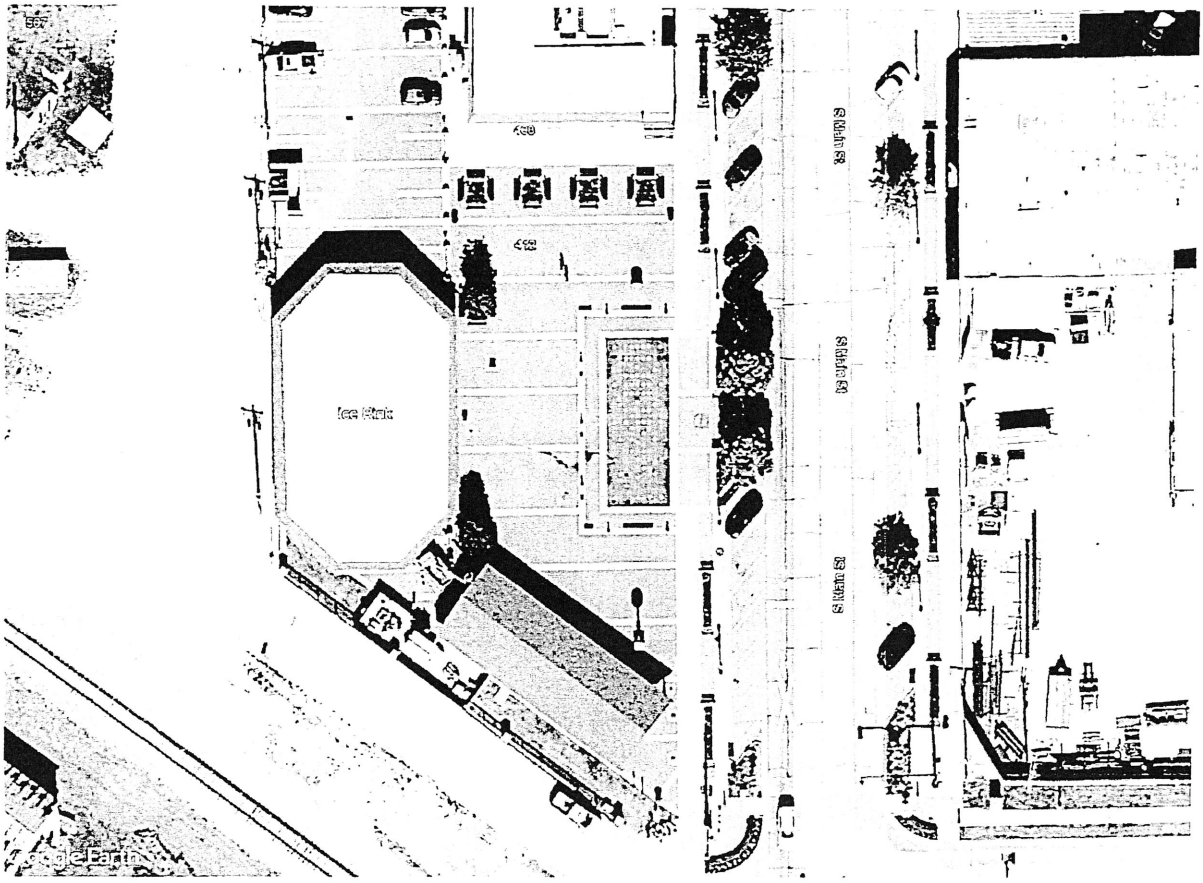
Notary Public

MICHAEL CARLTON
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES JUL. 07, 2029
COMMISSION # 21008876

(SEAL)

My Commission Expires: 07/07/2025

EXHIBIT 1



City of Broken Arrow

Request for Action

File #: 25-1389, **Version:** 1

Broken Arrow City Council
Meeting of: 10-7-2025

Title:
Approval of and authorization to execute project supplemental and modification agreement between the Oklahoma Department of Transportation and the City of Broken Arrow for the design of the Broken Arrow: Sidewalk/Sidepath & HAWK Beacons @ Pittsburg Street and Elm Street, Washington Street and Juniper Avenue, and New Orleans Street and Oak Avenue, Project No. TAP-272F(362)IG, J/P No. 35445(04)(05) (Project No. ST22300)

Background:
In April of 2022, the City successfully obtained a Transportation Alternatives Program (TAP) Grant for design and construction of improvements at the following intersections: Pittsburg Street and Elm Street, Washington Street and Juniper Avenue, and New Orleans Street and Oak Avenue. The original grant amount was $857,802 (75%), with $285,934 (25%) being the local share of the project. Between April 2022 and April 2025 the design has been completed and is now ready for bidding. Within that time, the local share, identified above, for the project was paid to the Oklahoma Department of Transportation.

Within the last two months, the Oklahoma Department of Transportation has reallocated funding from other projects to this project in this supplemental and modification agreement to assist in construction. With this reallocation of Federal Funds, the Federal share of this project was increased from 75% to 80%, up to a maximum of $958,472.00. This then reduced the local share to approximately 20%, from the original 25%, or $247,495. The City would be responsible for 100% of the funding once the federal maximum has been reached.

Staff recommends approving the project supplemental and modification agreement between ODOT and the City of Broken Arrow for the revised amount of $247,495. Since the City has previously paid to ODOT 100% of the City's original estimated cost share, no additional funds are required at this time.

Cost: $0.00
Funding Source: 2018 GO Bond, Proposition 1
Requested By: Charlie Bright, P.E., Director of Engineering and Construction
Approved By: City Manager's Office
Attachments: State of Oklahoma Department of Transportation Supplemental and Modification Agreement No. 1 Project Maintenance, Financing, and Right-of-Way Agreement

Recommendation:
Approve and authorize execution of supplemental and modification agreement to the project agreement between the Oklahoma Department of Transportation and The City of Broken Arrow for design of the Broken Arrow: Sidewalk/Sidepath & HAWK Beacons @ Pittsburg Street and Elm Street, Washington Street and Juniper Avenue, and New Orleans Street and Oak Avenue, Project No. TAP-272F(362)IG, J/P No. 35445(04)(05) (Project No. ST22300)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AND MODIFICATION AGREEMENT NO. 1
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT

BROKEN ARROW: SIDEWALK/SIDEPATH & HAWK BEACONS @ PITTSBURG ST/ELM ST, WASHINGTON ST /JUNIPER AVE, & NEW ORLEANS ST/OAK AVE

Project No.: TAP-272F(362)IG

State Job No.: 35445(04)(05)

This Supplemental and Modification Agreement, made the day and year last written below, by and between the City of **Broken Arrow**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, It is deemed necessary by the Department and Sponsor, and in order to revise the scope of the original Project Maintenance, Financing, And Right-Of-Way Agreement; and,

WHEREAS, Under the terms of Section 11 of the original Project Maintenance, Financing, And Right-Of-Way Agreement, said revisions must be reduced to a written supplemental agreement and executed by the Department and Sponsor**.**

NOW, THEREFORE: the Department and Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

A. The following sections are hereby modified from the original Project Maintenance, Financing, And Right-Of-Way Agreement;

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a not-to-exceed, total estimated federal cost of **$958,472** as described below:

Old Funding Table

FUNDING SOURCE =>			INCOG TAP		Sponsor	
STATE JOB PIECE NO.	**DESCRIPTION**	**TOTAL *ESTIMATED* COST**	**SHARE (%)**	**AMOUNT**	**SHARE (%)**	**AMOUNT**
35445(05)	Design -	$126,036	75	$94,527	25	$31,509
35445(06)	Right-of-Way -	$0		$0		$0
35445(07)	Utilities -	$0		$0		$0
35445(04)	Construction - (With 6% Inspection)	$1,017,700	39 – NOT TO EXCEED	$763,275	Remainder	$254,425
Total		**$1,143,736**	**Total=>**	**$857,802**	**Total=>**	**$285,934**

New Funding Table

FUNDING SOURCE =>			Federal		Sponsor	
STATE JOB PIECE NO.	**DESCRIPTION**	**TOTAL *ESTIMATED* COST**	**SHARE (%)**	**AMOUNT**	**SHARE (%)**	**AMOUNT**
35445(05)	Design -	$126,036	75	$94,527	25	$31,509
35445(06)	Right-of-Way -	$0		$0		$0
35445(07)	Utilities -	$0		$0		$0
35445(04)	Construction - (With 6% Inspection)	$1,079,931	80 – NOT TO EXCEED	$863,945	Remainder	$215,986
Total		**$1,205,967**	**Total=>**	**$958,472**	**Total=>**	**$247,495**

This supplement is to increase federal funds

4.2 Furthermore, the Department and the Sponsor agree that actual federal costs incurred by project phases **(JP 35445(04,05)** may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this agreement, without formal supplemental agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the SPONSOR and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The SPONSOR will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this agreement. A refund will then be made by the Department to the SPONSOR or additional funding will be requested. The SPONSOR agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

B. That the original Project Maintenance, Financing, And Right-Of-Way Agreement is hereby modified as above described, said agreement in all other respects shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

THE CITY OF BROKEN ARROW

APPROVED AS TO FORM
AND LEGALITY

By D. Graham Parker 9/23/2025
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF BROKEN ARROW

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

_____ _____
Local Government Division Engineer DATE

_____ _____
Director of Project Delivery DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

_____ _____
General Counsel DATE

_____ _____
Deputy Director DATE

City of Broken Arrow

Request for Action

File #: 25-1346, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Ratification of the Police Department's application and agreement for the FY26 Oklahoma Highway Safety Office (OHSO) Enforcement Grant

Background:
The Police Department has been awarded a grant from the Oklahoma Highway Safety Office in the amount of $68,605.00. Funding will be utilized in the following purpose areas: (1) Overtime for General Traffic Enforcement, (2) Overtime for Car Seat Checks, and (3) Training.

Specifically the proposed grant funds will allow Officers to provide general traffic enforcement and child restraint inspection stations while in an overtime capacity in support of State and National goals to increase seatbelt and child restraint use and to decrease the number of fatality and serious injury collisions in our community. The training funds will be used to send personnel to courses in support of grant goals and objectives..

Cost:	$0
Funding Source:	N/A
Requested By:	Lance Arnold, Chief of Police
Approved By:	City Manager's Office
Attachments:	OHSO Enforcement FFY26 Unsigned Agreement

Recommendation:
Ratify the occupant protection enforcement grant application and agreement with the Oklahoma Highway Safety Office

Applicant Info

Applicant Organization Name *
Broken Arrow Police Department

Organization Mailing Address *
P.O. Box 610

City *
Broken Arrow

State *
OK

Zip *
74013

Area Code/Phone Number *
(918) 451-8200

Area Code/Fax Number
(918) 451-8242

Organization Physical Address *
1101 N 6th Street

City *
Broken Arrow

State *
OK

Zip *
74012

County *
Tulsa County

FEI Number *
73-6005109

DUNS Number
078655495

UEI Number - If not known, click here. *
GAESB5T9Q933

Authorizing Official *
Michael Spurgeon

Title *
City Manager

Mailing Address *
P.O. Box 610

City *
Broken Arrow

State *
OK

Zip *
74013

Area Code/Phone Number *
(918) 259-8226

Area Code/Fax Number

E-mail Address *
mspurgeon@brokenarrowok.gov

Project Director *
Ryan Nossaman

Title *
Planning and Research Specialist

Physical Address *
1101 N 6th Street

City *
Broken Arrow

State *
OK

Zip *
74012

Area Code/Phone Number *
(918) 451-8200 ext. 8694

Area Code/Fax Number
(918) 451-8242

E-mail Address *
RNossman@brokenarrowok.gov

Finance Officer *
Tom Cook Jr.

Title *
Controller

Address where reimbursement is to be mailed *
P.O. Box 610

City *
Broken Arrow

State *
OK

Zip *
74013

Area Code/Phone Number *
(918) 259-2400 ext. 5322

Area Code/Fax Number
(918) 259-8215

E-mail Address *
TCookJr@brokenarrowok.gov

Grant Agreement Summary – Part 1

Title of Contract:

Broken Arrow Occupant Protection Traffic Enforcement Project

*

OHSO Project Number:	Award Amount:	CFDA Number:	FAIN Number:	TTA Number:
OP-26-03-01-26	*$68,605.00*	*206002600*	*69A37526300004020OK0*	

$

TOTAL AWARD: ***$68,605.00***

$0.00

Project Period: *Oct 01, 2025* - *Sep 30, 2026* **Primary Program Area:** *Occupant Protection*

Organization: *Broken Arrow Police Department*

Address: *P.O. Box 610*

City: *Broken Arrow* **State:** *OK* **Zip:** *74013*

FEI Number: *73-6005109* **DUNS Number:** *078655495*

Project Director: *Ryan Nossaman* **Title:** *Planning and Research Specialist*

Phone Number: *(918) 451-8200 ext. 8694* **Fax Number:** *(918) 451-8242*

Project Goals:

To conduct 800 hours or more of overtime high visibility traffic enforcement with an emphasis on occupant protection, in Broken Arrow in FY26, contributing to a reduction of KA crashes in the city of Broken Arrow.

Problem Identification:

Broken Arrow is the fourth largest city in Oklahoma with an approximate population of 125,113 residents and is continuing to grow. The city limits encompass 55 square miles with a fence line of 107 miles. The Broken Arrow Police Department provides traffic services for over 1,700 lane miles of roadway-much of which is multi-lane arterial streets-and one state highway.

In 2021, according to Oklahoma Public Safety data, Broken Arrow was the fourth largest city in the state for car crashes, holding 1746 incidents, and 9 fatalities. In 2020, the City of Broken Arrow ranked 37 of 74 cities for KA crashes. There were 3 fatalities and 29 serious injuries in KA crashes, and two of the three fatalities were unrestrained (67%). Unrestrained persons are at an increased risk for injury crashes and fatalities in our city. Unsafe speed and inattentive driving increases the risk for injury and fatality crashes in our city. Our population estimate for 2021 is 111,648 with 639,433,241 vehicle miles traveled. The city has a lower crash rate per 100M VMT at 5.47 compared to the statewide crash rate of 5.86. This is significant because it ranks the city in the middle of the state number of alcohol related KA crashes and unsafe speed KA crashes. Of the 3 fatal crashes in 2020, both were attributed to alcohol/drug use.

Project Description:

The Broken Arrow Police Department will conduct overtime high-visibility traffic enforcement, with an emphasis on occupant protection, in support of state and national goals. To identify times and locations for enforcement activity, the Project Director shall utilize state and local data and reference sources available as well as observational surveys. Data suggests that belt use is lower at night, therefore this grant requires that at least 10% of the occupant protection enforcement hours be worked during nighttime hours.

The Broken Arrow Police Department will also use overtime hours to conduct a pre and post seat belt use survey and in-person Public information and education (PI&E) activities supporting their project goals. The pre and post survey will be provided by the OHSO and help demonstrate behavior change in Broken Arrow. Training may be required prior to the survey being completed. PI&E supporting enforcement activities will be conducted monthly as part of the HVE effort to inform and educate the public on occupant protection as well as the agency's ongoing effort to encourage consistent behavior. PI&E may include written or digital messages through social media or other outlets and in-person events, such as community events or child passenger safety seat checks.

Funding is provided for in-state travel for project personnel to attend the Project Directors Training Course and the Oklahoma Traffic Safety Summit.

The Broken Arrow Police Department will participate in all NHTSA mobilizations in accordance with the terms of the grant agreement, and employ the following evidence-Based strategies in conducting grant related activities:

Countermeasure: Sustained Seat Belt Enforcement
Planned Activity: State and Local High Visibility Enforcement

This grant is subject to the terms and conditions set forth in the Pre-Application guidelines and any modifications agreed to during negotiation and reflected in the Award Documents, or by Contract Change Order hereafter, including; Part I–Grant Agreement Summary; Budget Summary; Budget Detail; Activity/Milestones; General Provisions – Part II; Specific Agreements – Part III; and Certification pages.

In addition, the grantee agrees to the following:

1. If the grantee is a law enforcement agency, the grantee agrees to participate in and support NHTSA's national goals and law enforcement mobilizations ("Click It or Ticket" and "Drive Sober or Get Pulled Over"), including submitting both pre and post reports through the OHSO online Mobilization Reporting System.

2. At the end of the project year and no later than November 1, the Project Director will submit the End of Year Project Summary Report outlining the project accomplishments and whether the project goal(s) was met.

In accordance with OMB Circular A-133, the Oklahoma Highway Safety Office (OHSO) is required to supply each grantee with pertinent information regarding the grant awarded. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA).

On the chart below, locate the “Start of Project Number for each grant awarded to obtain the information your agency’s financial department will need for Federal/State reporting purposes.

Start of Project Number	Program Area	CFDA No.	Award Name	Section No.

AI	Accident Investigation	20.6000000	State and Community Highway Safety	402
AL	Alcohol	20.6000000	State and Community Highway Safety	402
DE	Driver Education	20.6000000	State and Community Highway Safety	402
MC	Motorcycle Safety	20.6000000	State and Community Highway Safety	402
OP	Occupant Protection	20.6000000	State and Community Highway Safety	402
PS	Pedestrian Safety	20.6000000	State and Community Highway Safety	402
PT	Police Traffic Services	20.6000000	State and Community Highway Safety	402
RH	Railroad/Highway Crossings	20.6000000	State and Community Highway Safety	402
SE	Speed Enforcement	20.6000000	State and Community Highway Safety	402
TR	Traffic Records	20.6000000	State and Community Highway Safety	402
TSP	Teen Safety Programs	20.6000000	State and Community Highway Safety	402
M2	405b OP Low	20.6160000	Occupant Protection	405b
M3	21 405c Data Program	20.6160000	State Traffic Safety Information Systems Improvements	405c
M5	405d Impaired Driving Mid	20.6160000	Impaired Driving Countermeasures	405d
M9	405f Motorcycle Programs	20.6160000	Motorcyclist Safety	405f

If you have any questions, please contact your Program Manager.

Activity/Milestones Projections

MILESTONE PROJECTIONS												
Activity #	Project #	Description										
1st Quarter		2nd Quarter			3rd Quarter			4th Quarter				
Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul	Aug	Sep	Total
1		*OP-26-03-01-26*			*Daytime hours of overtime traffic enforcement/PI&E/other allowable activities worked (based on average OT rate of $69.38/hour).*							
72.00	*72.00*	*72.00*	*72.00*	*72.00*	*72.00*	*72.00*	*72.00*	*72.00*	*72.00*	*72.00*	*72.00*	*864.00*
2		*OP-26-03-01-26*			*Hours of overtime NIGHT TIME occupant protection enforcement worked (based on 10% of total hours worked).*							
8.00	*8.00*	*8.00*	*8.00*	*8.00*	*8.00*	*8.00*	*8.00*	*8.00*	*8.00*	*8.00*	*8.00*	*96.00*
3		*OP-26-03-01-26*			*Number of vehicle stops completed (target is based on 2 stops per hour).*							
160.00	*160.00*	*160.00*	*160.00*	*160.00*	*160.00*	*160.00*	*160.00*	*160.00*	*160.00*	*160.00*	*160.00*	*1,920.00*
4		*OP-26-03-01-26*			*Total number of PI&E activities conducted – minimum 2 per month (to include media contacts, traffic safety presentations, etc.).*							
2.00	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*24.00*
5		*OP-26-03-01-26*			*Conduct at least 1 PI&E activity per month directly related to occupant protection (to be included in above total).*							
1.00	*1.00*	*1.00*	*1.00*	*1.00*	*1.00*	*1.00*	*1.00*	*1.00*	*1.00*	*1.00*	*1.00*	*12.00*
6		*OP-26-03-01-26*			*Finance Officer to complete the annual Project Director's Training Course conducted by OHSO.*							
1.00												*1.00*
7		*OP-26-03-01-26*			*Sign up for and participate in national mobilizations, to include Click-It-Or-Ticket in May and Drive Sober or Get Pulled Over in December and August.*							
		1.00					*1.00*			*1.00*		*3.00*
8		*OP-26-03-01-26*			*Report on mobilization participation, to include Click-It-Or-Ticket in May and Drive Sober or Get Pulled Over in December and August.*							
			1.00					*1.00*			*1.00*	*3.00*
9		*OP-26-03-01-26*			*Conduct child passenger safety inspections (Target is 9).*							
1.00	*1.00*				*1.00*	*1.00*	*1.00*	*1.00*	*1.00*	*1.00*		*8.00*
10		*OP-26-03-01-26*			*Conduct a seat belt observational pre-project survey in accordance with guidelines provided by the University of Central Oklahoma.*							
1.00												*1.00*
11		*OP-26-03-01-26*			*Number of hours used for occupant protection survey and/or PI&E this month. (For tracking purposes only - these hours should still be included in milestone #1 - no target.)*							

												0.00
12	*OP-26-03-01-26*	*Conduct a seat belt observational post-project survey in accordance with guidelines provided by the University of Central Oklahoma.*										
											1.00	*1.00*
												0.00
												0.00
												0.00

Budget Detail Projections

Cost Category Items		Project #	Description			
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
APR	MAY	JUN	JUL	AUG	SEP	Annual
I.A.	*1*	*OP-26-03-01-26*	*Salary for overtime traffic enforcement/PI&E/seat belt survey/other allowable activities (rate not to exceed 1.5 times regular hourly rate unless contractually required and approved by OHSO).*			
$5,550.00	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	***$33,300.00***
$5,550.00	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,555.00*	***$66,605.00***
II.A.	*1*	*OP-26-03-01-26*	*In-state travel for Project Director's training and the Oklahoma Traffic Safety Summit to include: registration, lodging, M&IE and transportation expenses in accordance with the State Travel Reimbursement Act and current GSA rates.*			
$1,000.00	*$*	*$*	*$*	*$*	*$*	***$1,000.00***
$	*$*	*$1,000.00*	*$*	*$*	*$*	***$2,000.00***
$	*$*	*$*	*$*	*$*	*$*	***$0.00***
$	*$*	*$*	*$*	*$*	*$*	***$0.00***
$	*$*	*$*	*$*	*$*	*$*	***$0.00***
$	*$*	*$*	*$*	*$*	*$*	***$0.00***
$	*$*	*$*	*$*	*$*	*$*	***$0.00***
$	*$*	*$*	*$*	*$*	*$*	***$0.00***

Budget Summary Projections

Cost Category Items	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Annual Total
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul	Aug	Sep	
I. Personnel													
A. Salaries	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,555.00*	*$66,605.00*
B. Benefits	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$*
II. Travel													
A. In-State Travel	*$1,000.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$1,000.00*	*$0.00*	*$0.00*	*$0.00*	*$2,000.00*
B. Out-of-State Travel	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
III. Operating Costs	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
IV. Contractual Costs	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
V. Equipment	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
Monthly Total	*$6,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$5,550.00*	*$6,550.00*	*$5,550.00*	*$5,550.00*	*$5,555.00*	*$68,605.00*

General Provisions – Part II

GLOSSARY OF DEFINITIONS
This glossary defines terms with meanings which may be unclear in the context in which they are used. These definitions are meant to apply only to the usage of these terms in this contract agreement.

Activity - The smallest unit of work that can be time-framed, quantified, and is critical to the success of a project.

Actual - The attained level of resources and/or accomplishments

Authorizing Official - The duly authorized representative of the State Agency, Local Subdivision or subrecipient agency having signatory authority and the responsibility of executing the contract agreement.

C. F. R. - Code of Federal Regulations

Director - The Director authorized by the Governor's Representative to direct the activities of the Oklahoma Highway Safety Office

DUNS Number – Data Universal Numbering System

FAIN Number – Federal Award Identification Number

FY - Fiscal year which starts October 1 and ends September 30 each year

Governor's Representative - A representative appointed by the Governor of Oklahoma to oversee the activities of the Oklahoma Highway Safety Office

Grantor Agency - Oklahoma Highway Safety Office

Local Subdivision - An administrative division of local government

Milestone - A level of accomplishment of an activity within a specific period of time

Obligated - The proposed level of resources and/or accomplishments

OMB - Office of Management and Budget (Federal)

OHSO - Oklahoma Highway Safety Office

OS - Oklahoma Statute
Program Manager - An OHSO staff member authorized to act as the liaison between the Highway Safety Office and the State Agency or Local Subdivision in all matters pertaining to a contract.

Project Director - A representative of the State Agency, Local Subdivision or subrecipient agency responsible for directing the activities of the project as outlined in the contract agreement

Projection - An anticipated level of performance or expenditure necessary to attain the stated project goal(s).

Project Number - A number assigned to one of the highway safety program areas as defined by the Highway Safety Act of 1966.

QTD - Quarter-to-date.

State Agency - An administrative division of state government.

Subrecipient - An agency or organization receiving pass-through funds from the OHSO through a duly authorized grant agreement, Memorandum or Agreement or Memorandum of Understanding

TTA Number – Taxpayer's Transparency Act number

U. S. C. - United States Code

YTD - Year-to-date

REGULATIONS AND DIRECTIVES

The subrecipient, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Project Implementation

Grantee agrees to implement the project in accordance with federal statues, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.

2. Nondiscrimination
(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities "). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S .C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR pa1i 27 ;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C . 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors , whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities , public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

3. Political Activity (Hatch Act)
(applies to subrecipients as well as States)

The state will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

4. Buy America Act
(applies to subrecipients as well as States)

The state and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

5. Prohibition on using grant funds to check for helmet usage.
(applies to subrecipients as well as State)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcycles.

6. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
C. Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
D. Restriction on State Lobbying; None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

7. Equipment Purchased with Highway Safety Funds:

- Ownership of equipment purchased is vested in the subrecipient, who must use the property only for the authorized purpose of this project (2 CFR Part 200.313)
- Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory;
- Equipment maintenance and liability coverage are the subrecipient's responsibility;
- Subrecipient shall not remove, transfer, or dispose of the property without prior written approval from OHSO;
- If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report.

To dispose of *ANY* equipment, the subrecipient *MUST*:

1. Write a letter of request to OHSO;
2. State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;
3. Maintain equipment until subrecipient receives letter of approval;
4. Return Equipment to OHSO

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred , suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government , the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

1.The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

d.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2.Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment , suspension, ineligible, participant, person, principal, and voluntarily excluded , as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred , suspended, declared ineligible , or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled " Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred , suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended , debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals , as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred , ineligible, or voluntarily excluded from participation in this transaction , in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies , including suspension or debarment.

Certification Regarding Debarment, Suspension. Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment , declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2.Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Specific Agreements – Part III

1. Subrecipient shall adopt (if none presently exists) and enforce a written safety belt use policy requiring all employees and others riding in Subrecipient owned or leased vehicles and/or on Subrecipient business to use safety belts in all seating positions and provide a copy of the same prior to initiation of a grant.

2. Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of the subrecipient's entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant agreement.

3. Subrecipient shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.

4. Subrecipient shall require all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures prior to working grant funded enforcement shifts.

5. Subrecipient shall submit activity and reimbursement reports to OHSO monthly through the OKGrants system unless otherwise pre-approved. Reports shall include all appropriate and required backup documentation. Reports shall be submitted within 30 days of the end of the reporting month. Failure to timely submit reports may result in denial of the reimbursement claim or delay in reimbursement of the same.

6. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA). In accordance with 2 CFR 200, the Oklahoma Highway Safety Office (OHSO) is required to supply each subrecipient with pertinent information regarding the grant award to assist in providing the subrecipient's financial department information which may be needed for Federal/State reporting purposes. Said information is contained within the Grant Agreement Summary-Part 1 of the award documents. A subrecipient agency may be subject to audit under 2 CFR 200. Unless other arrangements are made, any required audit cost is the responsibility of the Subrecipient.

7. Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.) These "Specific Agreement topics have been provided in an effort to assist subrecipients. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.

8. The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

Certification

As the Authorizing Official, I certify that all data in this application is true and correct. The application and proposed agreement have been reviewed and authorized by the governing body of the applicant agency. The typed name, in lieu of a signature, represents this agency's legal acceptance of the terms of this proposal and a statement of veracity of the representations made in this application.

Printed Name of Authorizing Official:
(Chief Executive Officer)

Title:

Date:

NOTE: The Authorizing Official is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Authorizing Official must be a state agency head, mayor, city manager, chairperson of the County Commission or an authorized tribal leader. The Chief of Police or Sheriff is not generally an authorized signatory.

Signature:

Uploads

Grantee Uploads	Comments
OHSO Uploads	**Comments**
Risk Assessment - FY26 - BAPD OP.pdf *Seat Belt Policy_ Broken Arrow PD.pdf* *FFY2026 FAIN Memo2.pdf*	*Single Audit 2023 - TOO BIG TO UPLOAD - SEE X: DRIVE* *FY26 Risk Assessment* *Seat Belt Policy* *FAIN Memo*

City of Broken Arrow

Request for Action

File #: 25-1347, **Version:** 1

Broken Arrow City Council
Meeting of: 10/7/2025

Title:
Ratification of the Police Department's application and agreement for the FY26 Oklahoma Highway Safety Office (OHSO) Motorcycle Grant

Background:
The Police Department has been awarded a grant from the Oklahoma Highway Safety Office in the amount of $27,783.00. Funding will be utilized in the following purpose areas: (1) Overtime for Motorcycle Safety Courses, (2) Operating Costs.

Specifically the proposed grant funds will allow Officers to provide motorcyclists survival courses and motorcycle safety awareness events while in an overtime capacity in support of State and National goals to decrease the number of fatality and serious injury collisions in our community involving motorcycles, as well as increase the number of skilled motorcycle operators. The operating costs funds will be used to purchase supplies related to these courses.

Cost:	$0 grant funded
Funding Source:	N/A
Requested By:	Lance Arnold, Chief of Police
Approved By:	City Manager's Office
Attachments:	OHSO Enforcement FFY26 Unsigned Agreement

Recommendation:
Ratify the motorcycle safety grant application and agreement with the Oklahoma Highway Safety Office

Applicant Info

Applicant Organization Name *
Broken Arrow Police Department

Organization Mailing Address *
P.O. Box 610

City * | **State** * | **Zip** *
Broken Arrow | *OK* | *74013*

Area Code/Phone Number *
(918) 451-8200

Area Code/Fax Number
(918) 451-8242

Organization Physical Address *
1101 N 6th St

City * | **State** * | **Zip** *
Broken Arrow | *OK* | *74012*

County *
Tulsa County

FEI Number *
73-6005109

DUNS Number
078655495

UEI Number - If not known, click here. *

GAESB5T9Q933

Authorizing Official *
Michael Spurgeon

Title *
City Manager

Mailing Address *
P.O. Box 610

City * | **State** * | **Zip** *
Broken Arrow | *OK* | *74013*

Area Code/Phone Number *
(918) 259-8226

Area Code/Fax Number

E-mail Address *
mspurgeon@brokenarrowok.gov

Project Director *
Ryan Nossaman

Title *
Planning and Research Specialist

Physical Address *
1101 N. 6th Street

City *	State *	Zip *
Broken Arrow	*OK*	*74012*

Area Code/Phone Number *
(918) 451-8200 ext. 8694

Area Code/Fax Number
(918) 451-2678

E-mail Address *
mossaman@brokenarrowok.gov

Finance Officer *
Tom Cook Jr.

Title *
Controller

Address where reimbursement is to be mailed *
P.O. Box 610

City *	State *	Zip *
Broken Arrow	*OK*	*74013*

Area Code/Phone Number *
(918) 259-2400 ext. 5322

Area Code/Fax Number
(918) 259-8215

E-mail Address *
TCookJr@brokenarrowok.gov

Grant Agreement Summary – Part 1

Title of Contract:

Broken Arrow Police Department Motorcycle Training Project

*

OHSO Project Number:	Award Amount:	CFDA Number:	FAIN Number:	TTA Number:
M11MT-26-03-01-26	*$27,783.00*	*206162600*	*69A3752630000405FOK1*	

$

TOTAL AWARD: ***$27,783.00***

$0.00

Project Period: *Oct 01, 2025* - *Sep 30, 2026* **Primary Program Area:** *Motorcycle Safety*

Organization: *Broken Arrow Police Department*

Address: *P.O. Box 610*

City: *Broken Arrow* **State:** *OK* **Zip:** *74013*

FEI Number: *73-6005109* **DUNS Number:** *078655495*

Project Director: *Ryan Nossaman* **Title:** *Planning and Research Specialist*

Phone Number: *(918) 451-8200 ext. 8694* **Fax Number:** *(918) 451-2678*

Project Goals:

To conduct six (6) motorcycle safety courses in the City of Broken Arrow and Tulsa Metro Areas for FY26, contributing to the statewide reduction of motorcycle involved in KA crashes.

Problem Identification:

In 2021, OHSO data indicated the City of Broken Arrow had 30 collisions involving motorcycles. 9 resulted in serious injury and 2 resulted in fatalities. This ranked The City of Broken Arrow high in KA injuries and high in the number of unhelmeted motorcycle fatalities.

In 2021, OHSO Oklahoma Crash Facts, the leading contributing factor attributed to a motorcycle driver in all crashes was unsafe speed related which makes up 22.6% of these crashes. This is followed by other improper act/movement 7.5% and following too closely 4.7%. The leading contributing factor to a motorcycle driver in fatal (K) crashes was unsafe speed related 38.2% followed by other improper act/movement 17% and DUI-Alcohol 5.2%

The above results do not include the factor labeled "No Improper Action by Driver." On the current Oklahoma crash report form, every driver in a crash is assigned a contributing factor for the crash. If a driver is not at fault, "No Improper Action by Driver" is selected. In all crashes ,this factor was assigned to 45.8% of motorcycle drivers; in fatal crashes it accounts for 17% of motorcycle drivers. "Other Improper Act/Movement" includes failure to signal, disregarding warning signal, improper lane use, improper backing , sleepy driver, failure to secure load, and unknown/other movements.

Project Description:

The Broken Arrow Police Department will provide MSF/DPS-approved Basic Rider and/or Advanced Rider courses regarding safe operation of motorcycles at their facility and supporting locations in Broken Arrow, OK. The Broken Arrow Police Department will provide training range maintenance and improvements, classroom facilities, maintain inventory of safety equipment, and ensure every rider wears appropriate safety gear, including helmets, during instruction.

Funding is provided for officers to conduct the training using overtime personnel hours. Funding is also provided for operating costs to support the project including, but not limited to, the following: postage, phone, printer supplies, etc. Specific items can be listed as separate items.

Funding is provided for in-state travel for project personnel to attend the Project Directors Training Course.

The Broken Arrow Police Department will employ the following evidence-based strategies in conducting grant related activates:

Countermeasure Strategy: Motorcycle Rider Training
Planned Activity: State Funded Motorcycle Safety Training and Education

This grant is subject to the terms and conditions set forth in the Pre-Application guidelines and any modifications agreed to during negotiation and reflected in the Award Documents, or by Contract Change Order hereafter, including; Part I–Grant Agreement Summary; Budget Summary; Budget Detail; Activity/Milestones; General Provisions – Part II; Specific Agreements – Part III; and Certification pages.

In addition, the grantee agrees to the following:

1. If the grantee is a law enforcement agency, the grantee agrees to participate in and support NHTSA's national goals and law enforcement mobilizations ("Click It or Ticket" and "Drive Sober or Get Pulled Over"), including submitting both pre and post reports through the OHSO online Mobilization Reporting System.

2. At the end of the project year and no later than November 1, the Project Director will submit the End of Year Project Summary Report outlining the project accomplishments and whether the project goal(s) was met.

In accordance with OMB Circular A-133, the Oklahoma Highway Safety Office (OHSO) is required to supply each grantee with pertinent information regarding the grant awarded. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA).

On the chart below, locate the “Start of Project Number for each grant awarded to obtain the information your agency’s financial department will need for Federal/State reporting purposes.

Start of Project Number	Program Area	CFDA No.	Award Name	Section No.

AI	Accident Investigation	20.6000000	State and Community Highway Safety	402
AL	Alcohol	20.6000000	State and Community Highway Safety	402
DE	Driver Education	20.6000000	State and Community Highway Safety	402
MC	Motorcycle Safety	20.6000000	State and Community Highway Safety	402
OP	Occupant Protection	20.6000000	State and Community Highway Safety	402
PS	Pedestrian Safety	20.6000000	State and Community Highway Safety	402
PT	Police Traffic Services	20.6000000	State and Community Highway Safety	402
RH	Railroad/Highway Crossings	20.6000000	State and Community Highway Safety	402
SE	Speed Enforcement	20.6000000	State and Community Highway Safety	402
TR	Traffic Records	20.6000000	State and Community Highway Safety	402
TSP	Teen Safety Programs	20.6000000	State and Community Highway Safety	402
M2	405b OP Low	20.6160000	Occupant Protection	405b
M3	21 405c Data Program	20.6160000	State Traffic Safety Information Systems Improvements	405c
M5	405d Impaired Driving Mid	20.6160000	Impaired Driving Countermeasures	405d
M9	405f Motorcycle Programs	20.6160000	Motorcyclist Safety	405f

If you have any questions, please contact your Program Manager.

Activity/Milestones Projections

MILESTONE PROJECTIONS												
Activity #	Project #	Description										
1st Quarter		2nd Quarter			3rd Quarter			4th Quarter				
Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul	Aug	Sep	Total
1	*M11MT-26-03-01-26*	*Total hours of overtime motorcycle safety training/PI&E/other allowable activities worked (based on OT rate of $69.38/hour).*										
					58.00	*58.00*	*58.00*		*58.00*	*58.00*	*60.00*	*350.00*
2	*M11MT-26-03-01-26*	*Number of motorcycle safety training courses conducted (target is 6 total for the FY).*										
					1.00	*1.00*	*1.00*		*1.00*	*1.00*	*1.00*	*6.00*
3	*M11MT-26-03-01-26*	*Number of motorcycle safety training course participants (no target-dependent on enrollment/participation).*										
												0.00
4	*M11MT-26-03-01-26*	*Number of total PI&E activities conducted directly related to motorcycle safety– minimum 2 per month (to include media contacts, safety presentations or events, etc).*										
2.00	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*2.00*	*24.00*
5	*M11MT-26-03-01-26*	*Finance Officer to complete the annual Project Director's Training Course conducted by OHSO.*										
1.00												*1.00*
												0.00
												0.00
												0.00
												0.00
												0.00

Budget Detail Projections

Cost Category Items		Project #	Description			
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
APR	MAY	JUN	JUL	AUG	SEP	Annual
I.A.	*1*	*M11MT-26-03-01-26*	*Salary for overtime motorcycle safety education/PI&E/other allowable activities (rate not to exceed 1.5 times regular hourly rate unless contractually required and approved by OHSO).*			
$	*$*	*$*	*$*	*$*	*$4,047.00*	***$4,047.00***
$4,047.00	*$4,047.00*	*$*	*$4,047.00*	*$4,047.00*	*$4,048.00*	***$24,283.00***
II.A.	*1*	*M11MT-26-03-01-26*	*In-state travel for Project Director's Training Course to include: registration, lodging, M&IE and transportation expenses in accordance with the State Travel Reimbursement Act and current GSA rates.*			
$500.00	*$*	*$*	*$*	*$*	*$*	***$500.00***
$	*$*	*$*	*$*	*$*	*$*	***$500.00***
III.	*1*	*M11MT-26-03-01-26*	*Operating Costs, including pre-approved personnel safety equipment, training aides, educational materials, printing, event/registration costs, equipment maintenance and repairs. All purchases to be compliant with the State Purchasing Act*			
$	*$*	*$*	*$*	*$*	*$500.00*	***$500.00***
$500.00	*$500.00*	*$*	*$500.00*	*$500.00*	*$500.00*	***$3,000.00***
$	*$*	*$*	*$*	*$*	*$*	***$0.00***
$	*$*	*$*	*$*	*$*	*$*	***$0.00***
$	*$*	*$*	*$*	*$*	*$*	***$0.00***
$	*$*	*$*	*$*	*$*	*$*	***$0.00***

Budget Summary Projections

Cost Category Items	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Annual Total
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul	Aug	Sep	
I. Personnel													
A. Salaries	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$4,047.00*	*$4,047.00*	*$4,047.00*	*$0.00*	*$4,047.00*	*$4,047.00*	*$4,048.00*	*$24,283.00*
B. Benefits	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$*
II. Travel													
A. In-State Travel	*$500.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$500.00*
B. Out-of-State Travel	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
III. Operating Costs	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$500.00*	*$500.00*	*$500.00*	*$0.00*	*$500.00*	*$500.00*	*$500.00*	*$3,000.00*
IV. Contractual Costs	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
V. Equipment	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*
Monthly Total	*$500.00*	*$*	*$*	*$*	*$*	*$4,547.00*	*$4,547.00*	*$4,547.00*	*$*	*$4,547.00*	*$4,547.00*	*$4,548.00*	*$27,783.00*

General Provisions – Part II

GLOSSARY OF DEFINITIONS
This glossary defines terms with meanings which may be unclear in the context in which they are used. These definitions are meant to apply only to the usage of these terms in this contract agreement.

Activity - The smallest unit of work that can be time-framed, quantified, and is critical to the success of a project.

Actual - The attained level of resources and/or accomplishments

Authorizing Official - The duly authorized representative of the State Agency, Local Subdivision or subrecipient agency having signatory authority and the responsibility of executing the contract agreement.

C. F. R. - Code of Federal Regulations

Director - The Director authorized by the Governor's Representative to direct the activities of the Oklahoma Highway Safety Office

DUNS Number – Data Universal Numbering System

FAIN Number – Federal Award Identification Number

FY - Fiscal year which starts October 1 and ends September 30 each year

Governor's Representative - A representative appointed by the Governor of Oklahoma to oversee the activities of the Oklahoma Highway Safety Office

Grantor Agency - Oklahoma Highway Safety Office

Local Subdivision - An administrative division of local government

Milestone - A level of accomplishment of an activity within a specific period of time

Obligated - The proposed level of resources and/or accomplishments

OMB - Office of Management and Budget (Federal)

OHSO - Oklahoma Highway Safety Office

OS - Oklahoma Statute
Program Manager - An OHSO staff member authorized to act as the liaison between the Highway Safety Office and the State Agency or Local Subdivision in all matters pertaining to a contract.

Project Director - A representative of the State Agency, Local Subdivision or subrecipient agency responsible for directing the activities of the project as outlined in the contract agreement

Projection - An anticipated level of performance or expenditure necessary to attain the stated project goal(s).

Project Number - A number assigned to one of the highway safety program areas as defined by the Highway Safety Act of 1966.

QTD - Quarter-to-date.

State Agency - An administrative division of state government.

Subrecipient - An agency or organization receiving pass-through funds from the OHSO through a duly authorized grant agreement, Memorandum or Agreement or Memorandum of Understanding

TTA Number – Taxpayer's Transparency Act number

U. S. C. - United States Code

YTD - Year-to-date

REGULATIONS AND DIRECTIVES

The subrecipient, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Project Implementation

Grantee agrees to implement the project in accordance with federal statues, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.

2. Nondiscrimination
(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities "). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S .C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR pa1i 27 ;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C . 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors , whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities , public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

3. Political Activity (Hatch Act)
(applies to subrecipients as well as States)

The state will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

4. Buy America Act
(applies to subrecipients as well as States)

The state and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

5. Prohibition on using grant funds to check for helmet usage.
(applies to subrecipients as well as State)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcycles.

6. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
C. Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
D. Restriction on State Lobbying; None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

7. Equipment Purchased with Highway Safety Funds:

- Ownership of equipment purchased is vested in the subrecipient, who must use the property only for the authorized purpose of this project (2 CFR Part 200.313)
- Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory;
- Equipment maintenance and liability coverage are the subrecipient's responsibility;
- Subrecipient shall not remove, transfer, or dispose of the property without prior written approval from OHSO;
- If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report.

To dispose of *ANY* equipment, the subrecipient *MUST*:

1. Write a letter of request to OHSO;
2. State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;
3. Maintain equipment until subrecipient receives letter of approval;
4. Return Equipment to OHSO

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred , suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government , the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

1.The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

d.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2.Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment , suspension, ineligible, participant, person, principal, and voluntarily excluded , as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred , suspended, declared ineligible , or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled " Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred , suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended , debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals , as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred , ineligible, or voluntarily excluded from participation in this transaction , in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies , including suspension or debarment.

Certification Regarding Debarment, Suspension. Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment , declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2.Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Specific Agreements – Part III

1. Subrecipient shall adopt (if none presently exists) and enforce a written safety belt use policy requiring all employees and others riding in Subrecipient owned or leased vehicles and/or on Subrecipient business to use safety belts in all seating positions and provide a copy of the same prior to initiation of a grant.

2. Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of the subrecipient's entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant agreement.

3. Subrecipient shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.

4. Subrecipient shall require all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures prior to working grant funded enforcement shifts.

5. Subrecipient shall submit activity and reimbursement reports to OHSO monthly through the OKGrants system unless otherwise pre-approved. Reports shall include all appropriate and required backup documentation. Reports shall be submitted within 30 days of the end of the reporting month. Failure to timely submit reports may result in denial of the reimbursement claim or delay in reimbursement of the same.

6. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA). In accordance with 2 CFR 200, the Oklahoma Highway Safety Office (OHSO) is required to supply each subrecipient with pertinent information regarding the grant award to assist in providing the subrecipient's financial department information which may be needed for Federal/State reporting purposes. Said information is contained within the Grant Agreement Summary-Part 1 of the award documents. A subrecipient agency may be subject to audit under 2 CFR 200. Unless other arrangements are made, any required audit cost is the responsibility of the Subrecipient.

7. Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.) These "Specific Agreement topics have been provided in an effort to assist subrecipients. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.

8. The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

Certification

As the Authorizing Official, I certify that all data in this application is true and correct. The application and proposed agreement have been reviewed and authorized by the governing body of the applicant agency. The typed name, in lieu of a signature, represents this agency's legal acceptance of the terms of this proposal and a statement of veracity of the representations made in this application.

Printed Name of Authorizing Official:
(Chief Executive Officer)

Title:

Date:

NOTE: The Authorizing Official is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Authorizing Official must be a state agency head, mayor, city manager, chairperson of the County Commission or an authorized tribal leader. The Chief of Police or Sheriff is not generally an authorized signatory.

Signature:

Uploads

Grantee Uploads	Comments
OHSO Uploads	**Comments**
Seat Belt Policy_ Broken Arrow PD.pdf *Risk Assessment - FY26 - BAPD MC.pdf* *FFY2026 FAIN Memo2.pdf*	*Single Audit 2023 - TOO BIG TO UPLOAD - SEE X: DRIVE* *Seat Belt Policy* *FY26 Risk Assessment* *FAIN Memo*

City of Broken Arrow

Request for Action

File #: 25-1273, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to execute Agreement for Professional Consultant Services with Professional Engineering Consultants, P.A. for the Aspen Avenue Rehabilitation from Kenosha Street to the Broken Arrow Expressway (Project Number ST24190)

Background:
Engineering & Construction Department staff negotiated an Agreement for Professional Consultant Services with Professional Engineering Consultants, P.A. to provide design services for a named Proposition 1 project included in the 2018 GO Bond. Per the agreement, the consultant shall provide design services to develop construction plans for improvements on Aspen Avenue beginning at Kenosha Street continuing north to the Broken Arrow Expressway as well as on Albany Street from approximately 2,600 feet west of Aspen Avenue continuing to approximately 1,010 feet east of Aspen Avenue. The design improvements included in the agreement are as follows: asphalt pavement mill and overlay, asphalt pavement patching, and miscellaneous other repairs associated with the identified roadway.

Staff recommend approval of the agreement for professional consultant services.

Cost:	$172,500.00
Funding Source:	2018 GO Bond, Proposition 1
Requested By:	Charlie Bright, P.E., Director of Engineering and Construction
Approved By:	City Manager's Office
Attachments:	Agreement for Professional Consultant Services

Recommendation:
Approve and authorize execution of Agreement for Professional Consultant Services with Professional Engineering Consultants, P.A. for the Aspen Avenue Rehabilitation from Kenosha Street to the Broken Arrow Expressway (Project Number ST24190).

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
NORTH ASPEN AVENUE REHABILITATION
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. ST24190

1.0 Professional Consulting Firm:

1.1	Name:	Professional Engineering Consultants, P.A.
1.2	Telephone No.:	918-664-5400
1.3	Address:	1924 South Utica Avenue, Suite 1400 Tulsa, OK 74104

2.0 Project Name/Location: Aspen Avenue Rehabilitation, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for roadway resurfacing of North Aspen Avenue (S. 145th E. Ave) from West Kenosha Street to the southern edge of the eastbound Broken Arrow Expressway Ramps, and West Albany Street (E. 61st St.) from approximately 2,600 feet west of N. Aspen Ave. (near 136th E. Ave) to approximately 1,010 feet east of N. Aspen Ave. (at the concrete paving just east of SW Expressway Road), including limited curb and gutter replacement in Broken Arrow, OK, at the specified locations within this agreement. Work shall consist of the following: preparation of AutoCAD Base map/drawing from aerial imagery and linework; identification of all elements (i.e. asphaltic concrete milling and resurfacing, patching, curb, curb and gutter, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation; and preparation of construction documents. These documents shall consist of, but not be limited to, the following: title sheet; paving repair/resurfacing plan sheets; pay item and general notes; standard details and standard drawings associated with the project specifics (provided by the OWNER); stormwater management plan; striping detail sheets; construction phasing and traffic control sheets; and special construction specifications, if needed; meeting all requirements for an Oklahoma Department of Transportation bid project.

4.0 Agreement Summary:

4.1 Agreement Amount:

Construction Document Phase	$ 170,000.00
Assistance During Bidding/Construction Phase	$ 2,500.00
TOTAL AGREEMENT AMOUNT	$ 172,500.00

4.2 Agreement Time: 89 calendar days (see Attachment E)

5.0 Agreement Approved by the Owner on: _____ 2025

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
FOR
NORTH ASPEN AVENUE REHABILITATION
PROJECT ST24190

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Professional Engineering Consultants, P.A., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to repair various residential streets within the City of Broken Arrow (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE
This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW
This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT
CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S representative to observe, record and report with respect to all services that are required or authorized by the construction documents.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS
CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION
OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation and Additional Services.

ARTICLE 6 - OWNER'S RESPONSIBILITIES
OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

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ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, 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 wrongful acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they, along with OWNER's cost of defense, shall be borne by each party in proportion to each entity's own negligence.

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

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

ARTICLE 9 - INSURANCE

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

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

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

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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 to the extent allowed by law.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION
This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by 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.

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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 with the requirements and obligations imposed by the Immigration Laws and set forth in Paragraphs 24.1.1, 24.1.2, and 24.1.3, above, with regards to each of the sub-contractor's employees.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANT'S failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

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

OWNER:
City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Travis Small, P.E., CFM
Transportation Division Manager

CONSULTANT:
Professional Engineering Consultants, P.A.
1924 South Utica Avenue, Suite 1400
Tulsa, OK 74104
(918) 664-5400

Contact Name: Ben Mabry, P.E.
Principal-in-Charge

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

ARTICLE 26 – ELECTRONIC SIGNATURES

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

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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: _____

Attest: _____
City Clerk [Seal]

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

CONSULTANT:
Professional Engineering Consultants, P.A.

By: _____
Alex Darby, P.E., VP of Municipal Markets

Date: 09/30/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Notary Public

Date: 10-01-2025

CATHERINE MILLER
NOTARY PUBLIC - STATE OF OKLAHOMA
COMMISSION #25006652
MY COMMISSION EXPIRES 06-02-2029

VERIFICATION

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this Second day of October, 2025, personally appeared Alex Darby, known to be to be the VP of Municipal Markets of Professional Engineering Consultants, P.A., 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:

06-02-2029

Notary Public

CATHERINE MILLER
NOTARY PUBLIC - STATE OF OKLAHOMA
COMMISSION #25006652
MY COMMISSION EXPIRES 06-02-2029

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
FOR
NORTH ASPEN AVENUE REHABILITATION
PROJECT ST24190

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for roadway resurfacing of North Aspen Avenue (S. 145th E. Ave) from West Kenosha Street to the southern edge of the eastbound Broken Arrow Expressway Ramps, and West Albany Street (E. 61st St.) from approximately 2,600 feet west of N. Aspen Ave. (near 136th E. Ave) to approximately 1,010 feet east of N. Aspen Ave. (at the concrete paving just east of SW Expressway Road), including limited curb and gutter replacement in Broken Arrow, OK, at the specified locations within this agreement. Work shall consist of the following: preparation of AutoCAD Base map/drawing from aerial imagery and linework; identification of all elements (i.e. asphaltic concrete milling and resurfacing, patching, curb, curb and gutter, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation; and preparation of construction documents. These documents shall consist of, but not be limited to, the following: title sheet; paving repair/resurfacing plan sheets; pay item and general notes; standard details and standard drawings associated with the project specifics (provided by the OWNER); stormwater management plan; striping detail sheets; construction phasing and traffic control sheets; and special construction specifications, if needed; meeting all requirements for an Oklahoma Department of Transportation bid project.

2.0 PROJECT SCOPE

2.1 The project consists of asphaltic concrete milling and resurfacing, curb, curb and gutter, and adjusting manholes and valve boxes to grade along North Aspen Avenue (S. 145th E. Ave) from West Kenosha Street to the southern edge of the eastbound Broken Arrow Expressway Ramps, and West Albany Street (E. 61st St.) from approximately 2,600 feet west of N. Aspen Ave. near 136th E. Ave to approximately 1,010 feet east of N. Aspen Ave. at the concrete paving just east of SW Expressway Road (Project No. ST**24190**) in accordance with all current Oklahoma Department of Transportation and City of Broken Arrow specifications, and MUTCD requirements.

2.1.1 The CONSULTANT shall provide a base map drawing, in AutoCAD (version 2024 or newer), on which to show the work that will be necessary, consisting of the following:

2.1.1.1 Prepare an AutoCAD base map/drawing from aerial imagery for use in plan preparation.

2.1.1.2 Generate and display edge of pavement lines, back-of-curb and face-of-curb lines, water valves, manholes, sidewalk and ramps right-of-way and lot lines, driveway linework (where applicable), miscellaneous improvements, existing utilities based on above ground information and existing atlas information, and street addresses from aerial imagery.

2.1.2 The CONSULTANT shall provide construction documents, consisting of the following:

2.1.2.1 Identification and quantification of all elements (asphalt pavement, milling, and overlay, curb, curb and gutter, driveways, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation. Sidewalk replacement shall be determined by visual inspection for obvious ADA non-compliance issues (i.e. tripping hazards) however issues not readily apparent to visual inspection will be excluded (i.e. slopes will not be measured for compliance.) Curb ramps shall be added in locations where sidewalk exists.

2.1.2.2 Preparation of construction plans and development of an engineer's estimate of construction cost for and other documentation necessary to meet all submittal requirements for an Oklahoma Department of Transportation Bid/Let Project.

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 meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days, as requested.

3.1.2 Meet with the OWNER and ODOT staff in a scoping meeting in order to determine design criteria, requirements and codes and other critical design features of the Project such 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 and ODOT at plan submittal milestones to discuss review comments for the project and incorporate appropriate comments into the following phase. It is anticipated that there will be a Preliminary Design Plan-in-Hand review meeting and a Final Field Review meeting. Project submittal milestones and meetings to meet the requirements for an ODOT Bid/Let project.

3.2 **CONSTRUCTION DOCUMENTS PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 30% PRELIMINARY FIELD REVIEW PLANS:

3.2.1.1 Perform virtual office investigation followed by a field investigation to verify, identify, delineate and quantify all elements (i.e. asphalt pavement, patching, milling, and overlay, curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) perceived by the CONSULTANT to require replacement and/or rehabilitation.

3.2.1.2 Prepare preliminary drawings for all proposed construction plan sets:

- Title Sheet
- Typical Section(s)
- Pay Items and Notes Sheet
- Sheet Key Map
- Stormwater Pollution Prevention Plan
- Paving Plan Sheets (delineating, and quantifying, elements requiring replacement and/or rehabilitation)
- Miscellaneous Details

3.2.1.3 Submit a half-size (11" x 17") PDF of all sets of preliminary plans for review by the OWNER; Upload Preliminary Plan sheets and estimate through ProjectWise for review by ODOT.

3.2.1.4 Submit an Engineer's Estimate of construction cost in PDF format for all sets of plans.

3.2.1.5 Attend Preliminary Plan Field Review (PIH) meeting to review preliminary plans.

3.2.2 65% FINAL FIELD REVIEW PLANS

3.2.2.1 Incorporate preliminary plan review comments and finalize all necessary design functions required to complete the final design phase of the project.

3.2.2.2 Prepare additional final plans drawings for all proposed construction plan sets:

- Signing and Striping Sheets
- Construction Phasing Sheets
- Construction Traffic Control Sheets
- Final Detail Sheets

3.2.2.3 Submit a half-size (11" x 17") PDF of all sets of preliminary plans for review by the OWNER; Upload 65% Final Plan sheets and estimate through ProjectWise for review by ODOT.

3.2.2.4 Submit an Engineer's Estimate of construction cost in PDF format for all sets of plans.

3.2.2.5 Attend Final Field Review (FFR) meeting to review 65% Final plans.

3.2.3 95% FINAL REVIEW PLANS:

3.2.3.1 Incorporate FFR Meeting comments and finalize all necessary design functions required to complete the final design phase of the project.

3.2.3.2 Submit a half-size (11" x 17") PDF of all sets of preliminary plans for review by the OWNER; Upload 95% Final Plan sheets and estimate through ProjectWise for review by ODOT.

3.2.3.3 Submit an Engineer's Estimate of construction cost in PDF format for all sets of plans.

3.2.4 FINAL SUBMITTAL PACKAGE:

3.2.4.1 Prepare Final Submittal Package, including all PS&E Documentation required for an Oklahoma Department of Transportation Let/Bid project.

3.2.4.2 Upload Final Plan sheets, PS&E Documentation, and Engineer's Estimate through ProjectWise for final approval and letting by ODOT.

3.2.4.3 For all plan sets, submit to OWNER one (1) signed/sealed unbound set of half-size (11" x 17") drawings on bond paper, a PDF copy of the plans, and one (1) set of final drawings on electronic media (AutoCAD 2024 or newer), one (1) set of special construction specifications, if needed, in PDF format, and the final Engineer's Estimate of construction cost in PDF format.

3.3 **COORDINATION WITH ODOT ENVIRONMENTAL:** CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT to assist with the Environmental and Cultural Review:

3.3.1 Provide a project footprint, including all anticipated R/W impacts during the 30% Preliminary Design Phase.

3.3.2 Preparation of the NEPA Checklist at the 30% Preliminary Plans Submittal.

3.3.3 Preparation of the 404 PCN form as required for this project for impacts to mapped blue line streams.

3.3.4 Coordination with ODOT Environmental or the Environmental Consultant on additional documentation required for impact areas or revisions to the Plan Documents to incorporate recommendations or notes from the Environmental or Cultural Reviews.

3.4 **ASSISTANCE DURING BIDDING PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.4.1 Assist OWNER in answering technical questions, preparing addenda and addenda plan sheets, as required.

3.4.2 Attend the Pre-Construction Meeting held by the Oklahoma Department of Transportation.

3.5 **CONSTRUCTION ASSISTANCE PHASE:** This phase is considered an additional service not included in the Scope of Services and will be negotiated with the CONSULTANT upon request of the OWNER.

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ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
FOR
NORTH ASPEN AVENUE REHABILITATION
PROJECT ST24190

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets for both plan sets:

1.1 Title Sheet
1.2 Typical Section(s)
1.3 Pay Items and Notes Sheet
1.4 Stormwater Management Plan
1.5 Paving Repair Plan Sheets
1.6 Striping Sheets
1.7 Construction Phasing Sheets
1.8 Construction Traffic Control Sheets
1.9 Miscellaneous Details

2.0 SPECIAL CONSTRUCTION SPECIFICATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, special construction specifications, if needed.

3.0 FINAL SUBMITAL PACKAGE: The CONSULTANT shall prepare the Final Submittal Package, including all PS&E Documentation required for an Oklahoma Department of Transportation Let/Bid project.

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ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
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PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
FOR
NORTH ASPEN AVENUE REHABILITATION
PROJECT ST24190

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

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

1.1 Construction Documents Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$170,000.00** for the completion of the Construction Documents Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$2,500.00** for the completion of the Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in attachment F (attached hereto) include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit.

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3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

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ATTACHMENT D
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PROJECT ST24190

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 shall depict all utilities identified within project limits through review of aerial imagery or site observation;

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 reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;

1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and

1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
FOR
NORTH ASPEN AVENUE REHABILITATION
PROJECT ST24190

PROJECT SCHEDULE

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

1.0 CONSTRUCTION DOCUMENTS PHASE:

1.1 Preparation of 30% Preliminary Plans: 40 calendar days from NTP
1.2 **Review by Owner and ODOT; Scheduling of PIH Meeting**
1.3 Preparation of 65% Final Plans: 21 calendar days from PIH Meeting
1.4 **Review by Owner and ODOT; Scheduling of FFR Meeting**
1.5 Preparation of 95% Final Plans: 14 calendar days from FFR Meeting
1.6 **Review by Owner and ODOT; Final approval to submit for letting**
1.7 Preparation of PS&E Submittal: 14 calendar days from approval for letting

2.0 ASSISTANCE DURING BIDDING PHASE:

2.1 Answer technical questions and attend Pre-construction mtg: TBD

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City of Broken Arrow

Request for Action

File #: 25-1335, **Version:** 1

Broken Arrow City Council
Meeting of: 10-7-2025

Title:
Approval of and authorization to execute Professional Consultant Agreement with Professional Engineering Consultants, P.A (PEC) for the construction documents of the Field Service Locker Room Renovation (2617120)

Background:
The Field Service Building has been renovated for office use of both Utilities and Streets & Storm field crews. While the office space provides a touch point for crews with their supervisors and crew chiefs, there is a need for additional personal locker storage and restroom facilities. This contract is for the construction document to renovate part of the warehouse connected to the Field Service Offices to provide the locker room for both Utilities and Streets & Storm field operations crews.

City staff negotiated an agreement with Professional Engineering Consultants, P.A. (PEC) to prepare construction documents and a cost estimate for the renovation of the existing bathrooms in to a Locker Room. The agreement is for $21,500.00

Cost:	$21,750.00
Funding Source:	STCI
Requested By:	Charlie Bright, P.E., Director of Engineering & Construction
Approved By:	City Manager's Office
Attachments:	Professional Consulting Agreement

Recommendation:
Approval of and authorization to execute Professional Consultant Agreement with Professional Engineering Consultants, P.A. (PEC) for the construction documents of the Field Service Locker Room Renovation (2617120).

AGREEMENT SUMMARY
CITY OF BROKEN ARROW (OWNER)
Broken Arrow Field Office Locker Rooms
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 2617120

1.0 Professional Consulting Firm:

1.1	Name:	Professional Engineering Consultants, P.A.
1.2	Telephone No.:	918-664-5400
1.3	Address:	1924 S Utica Avenue Suite 1400 Tulsa, OK 74104

2.0 Project Name/Location: Broken Arrow Field Office Locker Rooms, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of Broken Arrow Field Office Locker Rooms, Broken Arrow, OK. These documents shall include, but not be limited to, the following: provide the bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

4.1	Agreement Amount:	
	MEP Design Fees	$ 21,750.00
	TOTAL AGREEMENT AMOUNT	$ 21,750.00
4.2	Agreement Time:	90 calendar days
4.3	Estimated Construction Cost:	$ 230,000.00

5.0 Agreement Approved by the Owner on: _____ 2025

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT 2617120

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Professional Engineering Consultants, P.A., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to improve the Broken Arrow Field Office by adding locker rooms for field crew use (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.

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 of Broken Arrow 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 Contractor 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. Charlie Bright, P.E.
Director of Engineering & Construction

CONSULTANT: Professional Engineering Consultants, P.A.
1924 S. Utica Avenue, Suite 1400
Tulsa, OK 74104
918-664-5400

Contact Name: Lance Brummett
Practice Lead | Electrical Division

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

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the General Manager of the City of Broken Arrow in 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

By: _____

Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
Professional Engineering Consultants, P.A.

By: _____

Alex Darby, P.E., Vice President
Municipal Market

Date: 09/09/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

Secretary [Seal]

Date: _____

Attest: _____

Name: Lance Brummett
Office: Practice Lead | Electrical

Date: 09/09/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 9th day of September, 2025, personally appeared Alex Darby, known to be to be the Vice-President of Professional Engineering Consultants, P.A., 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:

11/23/2026

Notary Public

DEANNA PRICE NOTARY # 22015802 EXP. 11/23/2026 PUBLIC STATE OF OKLAHOMA

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT NO. 2617120

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of BROKEN ARROW FIELD OFFICE LOCKER ROOMS in Broken Arrow. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

1.2 Furthermore, the CONSULTANT understands that the OWNER has ($230,000) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

2.1 The project consists of the construction of a locker room area in approximately 2,000 SF of the existing Field Office building located at 2302 South 1st Place in Broken Arrow, OK.

2.2 Mechanical, electrical, and plumbing (MEP) systems will be designed to be energy and water efficient. Spaces include Locker Rooms, Showers, and Toilet Facilities.

2.3 Mechanical design services include:
Design modifications to the existing water, waste, and vent systems to accommodate the remodel. It is anticipated that approximately (2) showers, (2) urinals, (5) water closets, and (4) lavatories will be added. No specialty plumbing fixtures are anticipated.
Design modifications to the existing natural gas system to accommodate the new water heater and new mechanical equipment.
Design new heating, ventilation, air conditioning, and exhaust systems for the new locker room. It is assumed that a new exhaust fan will be provided, as well as a new packaged ground-mounted air handling unit. The new packaged unit will be a gas-fired variable volume single-zone unit with hot-gas reheat and variable compressors for dehumidification.

It is assumed that the existing domestic cold water, waste, and vent infrastructure in the building is sufficient in kind and capacity to support the project without major modification.

2.3 Fire protection sprinkler system and Fire alarm system are excluded from design. A performance specification describing additions and modifications to the existing (a delegated design) will be included with the construction documents.

2.4 Electrical design services include:
Design of interior building lighting systems and controls typical of those used in the spaces served.
Design of the extension of electrical distribution systems to service new electrical outlets, equipment power, lighting, etc.
Design of raceway systems/empty pathways for low voltage and technology systems. Technology design is not included in engineering scope of work. Locations to be furnished to PEC for inclusion on construction documents.
It is assumed the existing electrical, water and sewer services are adequate in spare capacity for the new locker room area.

2.5 CONSULTANT will provide, Mechanical & Electrical Drawings and Sheet Specifications signed/sealed/dated for permitting and construction.

2.6 Assistance during bidding services will include the review of construction submittals and response to per-bid RFIs.

2.7 Construction Administration Services will be negotiated at a later date if required by the City.

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 Meet with the Owner at approximately 50% completion of Construction Document design in order to review project construction documents and incorporated into 100% construction document set.

3.2 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.2.1 Schedule and attend pre-design site visit to observe existing conditions.
- 3.2.2 Prepare preliminary drawings for proposed construction.
- 3.2.3 Prepare a budgetary cost estimate for the proposed improvements.
- 3.2.4 Submit five (5) 11”x17” paper copies and one (1) PDF copy of the preliminary design, including building plan for review by the OWNER.

3.3 FINAL 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 Prepare mechanical, electrical, and plumbing plans and details for the building improvements identified in paragraph 3.2 above.
3.3.2 Attend meeting to review final plans.
3.3.3 Prepare construction specifications. These will be incorporated into the Contract documents as sheet specification in the drawing set. All documents shall be suitable for original camera-ready copy.
3.3.4 Contract proposals will not be prepared as the owner will be self-performing this work.
3.3.5 Submit five (5) bound sets of reduced-size prints of final construction plans on 11” x 17” plain white bond paper, one (1) unbound set of full-size prints, and a PDF copy on CD or DVD, of final construction plans, to the OWNER for distribution and review.

3.4 BID DOCUMENTS.

3.4.1 Incorporate final design review comments and furnish one (1) complete set of full-size drawings and contract documents, one (1) unbound set of reduced-size (11” x 17”) drawings, and one (1) set of final drawings on electronic media (AutoCAD 2013 or earlier version).

3.5 BID ASSISTANCE PHASE:

3.5.1 Answer questions from prospective bidders that are forwarded to the A/E from the City.
3.5.2. Assist in the preparation of addenda to be issued by the City.

3.6 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.

3.7 RECORD DRAWINGS.

3.7.1 Record drawings are understood to not be a requirement of this project. This requirement may be negotiated with the CONSULTANT upon the request of the OWNER.

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW(OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT NO. 2617120

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, construction plans in accordance with City requirements.

2.0 DESIGN ANALYSIS: The CONSULTANT shall submit in-full, a design analysis containing calculations, cut sheets, and outline specifications as described.

3.0 TECHNICAL SPECIFICATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract. Specification will be included as sheet specification included in the drawing set.

4.0 DESIGN CALCULATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.

4.1 HVAC loading and system sizing and comparison calculations.
4.2 Electrical system calculations.
4.3 Plumbing system calculations.
4.4 Other engineering design calculations

5.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT NO. 2617120

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

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

1.1 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 11,500 for the completion of the Preliminary Phase or approximately 50% Construction Document design. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $10,250.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of final plans to One-Stop along with application for review and building permit.

1.3 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.

1.5 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2025 for 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
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT NO. 2617120

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 September, 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.

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW(OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT NO. 2617120

PROJECT SCHEDULE

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

1.0 Design Documents:

2.1 Notice to Proceed: Upon written notice to proceed Consultant shall begin development of design documents within three working days. Consultant anticipates completing the design work within five weeks.

APPENDIX A

2025 RATE SCHEDULE A**

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

TITLE	HOURLY RATE *
Principal Engineer	$250
Senior Project Manager	$225
Project Manager	$200
Senior Engineer II	$225
Senior Engineer I	$200
Project Engineer	$175
Senior Landscape Architect	$180
Landscape Architect	$130
Senior Planner	$175
Planner	$155
Design Engineer	$145
Senior Piping Designer	$160
Piping Designer	$125
Senior Technician	$150
Design Technician	$115
Senior Commissioning Agent	$160
Commissioning Agent	$135
GIS Specialist	$150
GIS Analyst	$120
Project Coordinator	$100
Project Assistant	$90
Senior Field Project Manager	$200
Field Project Manager	$155
Senior Inspector	$160
Inspector	$125
Senior Field Technician	$105
Field Technician	$85
Senior Driller	$130
Driller	$95
Land Surveyor	$140
Crew Chief	$120
Survey Technician	$100
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera	$50/Hour
Structural Testing Equipment	$50/Hour
Subconsultants	Cost plus 10%
Vehicle Mileage	IRS Rate/Mile
Truck Mileage	$0.75/Mile
ATV	$20/Hour
GPS	$50/Hour
3D Laser Scanner	$150/Hour
Robotic Total Station	$50/Hour
UAS	$150/Hour
Mobile Lidar Unit	$4,000/Day
Drill Rig Use	$75/Hour
Concrete Testing Equipment	$10/Each
Nuclear Gauge Equipment	$20/Each
Compressive Strength of Cylinders	$15/Each
Ultra Sonic Testing Equipment	$50/Each
Semi-Trailer Mileage	$3/Mile
Other Reimbursables	Cost plus 10%

**The rates shown above are effective for services through December 31, 2025 and are subject to revision thereafter.

City of Broken Arrow

Request for Action

File #: 25-1396, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to execute a Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Amateur Basketball Association, Incorporated

Background:
The attached Use Agreement grants a non-exclusive license to allow Broken Arrow Amateur Basketball Association (BAABA) to use Central Park Community Center's gymnasiums and the Nienhuis Park Community Center's gymnasiums (Premises). The use of the Premises is to allow BAABA, a registered non-profit organization, to operate a youth basketball program.

Use Agreement Highlights:

- BAABA will pay $8.25 per day per gym to the City of Broken Arrow.
- BAABA will supply all supporting staff to operate a youth basketball program.
    - Such as: registration, officials, conflict resolution, setup, teardown, etc.
- It is required of BAABA to run criminal background checks on all coaches, volunteers, and any other participants involved with the youth participants.
- It is required of BAABA to submit a written schedule of actual usage dates and times to the Parks and Recreation Director or his designee.
- Non-usage dates and available usage dates, locations, and times for Premises are listed in "Exhibit A" of the Use Agreement.

This addendum will commence upon execution and end on March 31, 2026.

Cost: $0.00
Funding Source: N/A
Requested By: Matt Hendren, Parks and Recreation Director
Approved By: City Manager's Office
Attachments: Signed BAABA Contract 2025-26
Recommendation:
Approve and authorize the execution of an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Amateur Basketball Association, Incorporated.

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 Amateur Basketball Association a registered 501(c)(3) **(BAABA)**.

I. LICENSE

CITY grants a non-exclusive license and agrees to allow **BAABA** to use facilities in the **CITY** more commonly known as the Central Park Community Center (CPCC) located at 1500 South Main Street and the Nienhuis Park Community Center (NPCC) located at 3201 N. 9th St. **(PREMISES).** The license granted shall include only the designated areas of the Central Park Community Center building known as Gyms #1, #2 and #3, and NPCC building known as Gym #1 and #2. Refer to **Exhibit A** for a detailed schedule of premises. **CITY** and **BAABA** agree that nothing in this Agreement creates any relationship whereby **BAABA** is authorized to act on behalf of **CITY**.

As partial consideration for this Agreement, **BAABA** agrees to and shall comply with the **CITY'S** Parks and Recreation Criminal Background Check Policy for Youth Sports Managers and/or Coaches. A copy of which has been previously provided to **BAABA** and is available at the Parks and Recreation Administration office.

BAABA agrees to pay the **CITY** eight dollars and twenty-five cents ($8.25) per gym per day for the use of the **PREMISES** during the full term of the agreement. Payment shall be due 30 days after **BAABA** receives billing invoice. This fee may increase in future contracts due to an increase in utility cost and/or operating costs.

BAABA shall submit a written schedule of the times and dates of all games and practices to the **DIRECTOR** or his appointee prior to the beginning of the basketball season. "**DIRECTOR**" under this Agreement refers to the Director of **CITY'S Parks & Recreation Department**. **Requests** for schedule changes shall be submitted to the **DIRECTOR** or his appointee at least two **CITY** working days prior to the requested times for regular season games and by 1:00 p.m. the day preceding tournament games.

The **DIRECTOR** shall confirm in writing whether **BAABA'S** requested dates and times are available. **All schedules and change requests are subject to the approval of the DIRECTOR. BAABA** may not use the **PREMISES** at times where the **DIRECTOR'S** approval has not first been obtained.

BAABA shall provide their own referees and support personnel. **BAABA** shall inform its members of the **PREMISES'** rules, shall ensure **BAABA's** members abide by the **PREMISES'** rules, and shall take any appropriate action against any of its members who violate any of the **PREMISES'** rules. **BAABA** and **CITY** expressly agree that nothing in this Paragraph shall be construed, or is intended to be construed, as authorization for **BAABA** to act on **CITY's** behalf in any capacity.

BAABA shall provide at least one individual to monitor each of the **PREMISES** during all **BAABA** activities. **BAABA** shall provide a minimum of two individuals to perform duties listed in section "V. Maintenance". In the event that the **CITY** performs these services for any **BAABA** activities, **BAABA** agrees to promptly reimburse the **CITY'S** cost in performing these contractual duties.

BAABA may operate concessions in conjunction with their gate admission table during scheduled activities but only after obtaining any necessary permits and submitting copies of said permits to **CITY**.

The **CITY** will permit, and **BAABA** agrees not to interfere with, others' scheduled utilization of the **PREMISES** when **BAABA** has not first received written approval for scheduled games or practices. Neither **BAABA** nor other persons may use the **PREMISES** without receiving written approval from the **DIRECTOR** or his appointee. In case of scheduling conflict, the decision of the **DIRECTOR** is final. **BAABA** shall not charge other users of the **PREMISES** for maintenance or use of the **PREMISES**. **BAABA** shall not permit non-**BAABA** groups and individuals to use the **PREMISES**.

BAABA shall exit the **PREMISES** no later than 9:00pm during weekly scheduled practice times. **BAABA** shall exit the **PREMISES** within 45 minutes of the last scheduled game.

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

II. TERM

The term of this Agreement shall commence upon execution and expire March 31, 2026 and does not renew annually. **BAABA** may not use the **PREMISES** on Sundays or City Holidays throughout the term of this agreement. Refer to **Exhibit A** for detailed schedule.

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**. 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**. 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 **BAABA** shall restore the **PREMISES** to the condition that existed prior to the Agreement.

All locks on the **PREMISES** will be maintained as directed by the **DIRECTOR**. **BAABA** may not remove or change any locks without the prior approval of the **DIRECTOR** and without first supplying the **DIRECTOR** with the combination or key to any new locks.

IV. STAY TO PLAY

BAABA agrees to make every reasonable effort to utilize and promote accommodation options within the city limits of Broken Arrow for the duration of any event, when such accommodations are available and meet the needs of the **BAABA's** invitees, guests, membership and users.

V. MAINTENANCE

BAABA 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**.

BAABA shall inspect the **PREMISES** immediately prior to and immediately after each use and shall immediately notify the **DIRECTOR** or his appointee of any damages or of any repairs that may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, **BAABA** shall not allow individuals to utilize the **PREMISES** until the defective portion of the **PREMISES** has been repaired or replaced.

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

The **CITY** shall replace or repair any portion of the **PREMISES** in need of such service due to normal and routine wear and tear, including the basketball goals, bleachers, scoreboards, restroom supplies, parking areas and lighting.

BAABA shall not be liable to the **CITY** for the cost of parts or labor for the replacement or repair of any portion of the **PREMISES** due to normal and routine wear and tear. **BAABA** shall promptly reimburse the **CITY** for the cost of parts and labor for the replacement or repair required on the **PREMISES** as a result of **BAABA'S** activities, and for the **CITY'S** cost in performing any of **BAABA'S** contractual duties, for any cause other than normal and routine wear and tear.

Listed duties: After every use, games and practices, **BAABA** shall pick up all trash in bleachers and areas utilized by **BAABA** and **BAABA** participants. This trash will need to be deposited in trashcans, provided by the **CITY**, located throughout **PREMISES**. Only on days when games are played will **BAABA** need to remove all trash within **PREMISES** and deposit it in commercial dumpsters provided by the **CITY**. **BAABA** shall pull out bleachers and return bleachers to their upright positions when scheduled event is finished. **BAABA** shall be responsible for setting up all chairs and tables for games. **BAABA** is responsible for returning all equipment used during practices and games to their proper storage location. In the event that the **CITY** performs these services during, before, and after any **BAABA** activities, **BAABA** agrees to promptly reimburse the **CITY'S** cost in performing these contractual duties. **CITY** will be responsible for setting up score table area including score clock, table, and chairs.

The **CITY** retains the right to enter any portion of the **PREMISES** at any and all times, without prior notice, to inspect the **PREMISES** or to conduct maintenance or repairs, or for the purpose of determining whether **BAABA** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the **CITY** under this Agreement.

VI. SIGNS

BAABA may place temporary signs on the wall surrounding the playing court, according to the following terms and conditions:

a) Signs shall be affixed only to walls or windows within the **PREMISES** and shall not be placed on exterior doors. All signs shall only be constructed of canvas, plastic or cardboard and shall be of a size and shape that will not cause damage to the wall or window to which it is attached during normal use and shall be affixed using a method that will not cause damage to the wall or window to which it is attached during normal use. Under no circumstances shall signs constructed of wood, metal or other heavy material be used, nor shall any extension be used to enlarge the area covered. Signs shall be affixed only to walls and shall be positioned so that the face of the sign is visible only inside the gymnasium. All signs shall be easily removable from the walls and/or windows. **Signs may not be displayed in locations where they are visible from any public street.**

b) No signs shall be affixed before the first day of the regular sanctioned play and all signs shall be removed at the end of the day.

c) No signs shall contain advertising copy selling items that are not legally available to minors, including, but not limited to, alcoholic beverages (both "intoxicating" and "non-intoxicating" as defined by Oklahoma Statutes) and tobacco products, nor shall they contain obscene or profane language, symbols, or pictures. **BAABA** agrees that the term "obscene" as defined in Section 7-45 of the Broken Arrow Code shall be applicable with respect to all signs affixed under this license. All signs shall directly and reasonably relate to BAABA's recreational use of the Premises.

d) **BAABA** agrees that it is solely responsible for the maintenance of signs and further agrees that it is responsible for the removal of any signs that become damaged during the course of the season. **BAABA** releases the City of Broken Arrow from any and all liability for damages to any signs resulting from said City's maintenance of the gymnasiums, acts or omissions or City officials and/or employees, wind, flooding, fire, or other acts of God, and further acknowledges that City has the right to remove any and all damaged signs without permission of **BAABA**. If any sign becomes a nuisance, the City has the right to remove it without permission of **BAABA**.

VII. INDEMNIFICATION

As partial consideration for this Agreement, **BAABA** 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 **BAABA**, its competitors, guests, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of the **PREMISES**, any injury or damage that occurs on or about the

PREMISES relating to **BAABA** activities, or **BAABA'S** performance or failure to perform the terms and conditions of this Agreement.

Such indemnification, hold harmless and defense 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.

BAABA shall provide the **DIRECTOR** 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.

VIII. INSURANCE AND WAIVER OF SUBROGATION

Without limiting the **CITY'S** right to indemnification, **BAABA** and each of its contractors and subcontractors shall obtain insurance in no less than or in terms more restrictive than the following:

General Liability Insurance covering all **PREMISES** and activities. The applicable limit of liability shall not be less than One Million Dollars ($1,000,000.00) per claimant, One Million Dollars ($1,000,000.00) annual aggregate; and

Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma. In lieu of providing proof of Worker's Compensation Insurance Coverage, **BAABA** may provide a "Certification of Non-Coverage under the Workers' Compensation Act."

BAABA shall include the **CITY**, its officials, representatives, agents and employees as Additional Insured on all required insurance policies. **BAABA** shall also require its contractors and subcontractors to list the **CITY** as Additional Insured. **BAABA** shall arrange for certificates of insurance and endorsements to be submitted to the **CITY'S** Risk Manager for approval prior to allowing any individuals, including but not limited to any contractors or subcontractors, to commence work or engage in any activities under this Agreement. Any insurance protecting the **CITY** against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to the **CITY**.

BAABA and its contractors and subcontractors shall maintain the required insurance with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma.

Such insurance shall not be invalidated by any action or inaction of **BAABA** and shall insure the **CITY** regardless of any breach or violation by **BAABA** of any warranty, declaration or condition contained in such insurance. The insurers shall have no recourse against the Additional Insured or loss payees for payment of any insurance premium.

Failure of **BAABA** or its contractors and subcontractors to obtain and maintain any required insurance shall not relieve **BAABA** from any liability hereunder.

BAABA hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from the **CITY** for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. **BAABA** agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

IX. DEFAULT / TERMINATION

Any remaining portion of this Agreement shall be subject to termination upon the failure of **BAABA** to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement. Termination under this Agreement shall be accomplished by the **DIRECTOR** submitting to **BAABA,** at the address identified in the signature block below, written notification of the termination and the grounds, therefore. The termination shall be effective as of the fifth calendar day from (1) the date the notice is deposited in the U.S Mail or tendered to a third-party commercial carrier, if notice is transmitted via U.S Mail or tendered to a third-party commercial carrier (e.g., FedEx or UPS) or (2) the date received by **BAABA**, if hand delivered. The right to terminate this Agreement upon default of **BAABA** 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.

If this Agreement is terminated, the **CITY** will be paid for costs incurred up to and including the date of termination, including but not limited to the costs of repairing the **PREMISES** to the condition existing at the beginning of this agreement and the costs of storing **BAABA'S** property at a public warehouse selected by the **CITY**. The rights reserved in this section are alternative and in addition to, not in lieu of, any other rights and remedies provided by law or under this Agreement. Termination of this Agreement shall not terminate **BAABA'S** liability for any losses that have occurred on or prior to that date, regardless of whether either party has received notice of the claimed loss.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **BAABA**. Any attempt to sell, assign, alienate or encumber the **PREMISES** or this Agreement shall be cause for immediate termination of this Agreement.

In the event of substantial or total destruction of the **PREMISES** from any cause, either party may declare this lease terminated if repairs or restoration cannot be effectively accomplished at a reasonable cost, with the reasonableness of said costs being within the sole judgment of the **CITY**.

X. LAWS

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. **BAABA** shall conform to and abide by all

Federal, State and local laws and regulations regarding the subject of this Agreement.

XI. ENTIRE 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. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable. The parties shall agree, if reasonably practicable, upon provisions, which are equivalent from an economic point of view to replace any provision, which is determined to be invalid.

This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

Approved as to Form:

Assistant City Attorney

City of Broken Arrow

City Manager

Attested:

City Clerk / Seal

Date of Execution:

Broken Arrow Amateur Basketball Assn.

President
Printed Name: Shekendra Nicholson

BAABA Mailing Address:
1005 South Main Street
Broken Arrow, OK 74012

State of Oklahoma)
)ss.
County of Tulsa)

Before me, a Notary Public, on this 27 day of September, 2025 personally appeared Shekendra Nicholson known to me to be the identical person and the president of the Broken Arrow Amateur Basketball Association, with authority to act on behalf of the Association, 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.

My Commission Expires:

4/17/2026

Angella Lynn Phillips

ANGELLA LYNN PHILLIPS
Notary Public, State of Oklahoma
Commission # 22005398
My Commission Expires 4/17/2026

EXHIBIT A TO USE AGREEMENT

During this term of this agreement, **BAABA** shall have use of the following gyms at Central Park Community Center (**CPCC**).

Gym #1
1. Mondays and Fridays from 5:00pm-9:00pm starting November 3rd, 2025, to March 1st, 2026.
2. Tuesday and Thursdays from 7:15pm-9:00pm starting November 4th, 2025 to March 1st, 2026

Gym #2 & #3
Combine date: October 12th, 2025
1. Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays from 5:00pm-9:00pm beginning November 3rd, 2025, to March 1st, 2026.

Gym #1, # 2 & 3
1. Tournament November 22nd 8am-8pm
2. Saturday Games from 8:00am-8:00pm beginning December 6th, 2025. Except for the following late start dates:
    a. December 6, 2025, can start after 1:00pm
    b. December 13, 2025, can start after 12:00pm

Non-usage dates for CPCC are as follows: November 11, 27, 28, 29; December 5, 24, and 25 of 2025; January 1, and 19; February 16, 2026.

During this term of this agreement, **BAABA** shall have use of the following gyms at Nienhuis Park Community Center (**NPCC**).

Gym #1
1. Wednesdays from 5:00pm-9:00pm starting Nov 5th, 2025, to March 1, 2026.

Gym #2
1. Wednesdays from 5:00pm-9:00pm starting Nov 5th, 2025, to March 1, 2026.

Gym #1 & #2
1. Thursdays and Fridays from 5:00pm-9:00pm beginning Nov 13th, 2025, to March 1st, 2026.

Non-usage dates for NPCC are as follows: November 11, 26, 27, 28, and 29; December 24, and 25 of 2025; January 1, and 19; February 6, 16 2026.

City of Broken Arrow

Request for Action

File #: 25-1322, **Version:** 1

Broken Arrow City Council
Meeting of: October 7, 2025

Title:
Approval of and authorization to declare two (2) Stalker Dual Radars with antennas for surplus and authorize donation to the Tulsa Airport Improvements Trust

Background:
The Broken Arrow Police currently has two (2) surplus radar units and four (4) antennas (two antennas per radar), that are no longer in use or needed for our operations. The equipment remains in a serviceable condition and has potential continued value for use in law enforcement activities.

The Tulsa Airport Police Department has expressed a need for radar equipment to support their traffic safety and enforcement responsibilities within the airport jurisdiction. Donation of this surplus equipment would directly support their mission and enhance public safety in the airport area.

There is little fiscal impact to the City of Broken Arrow. The equipment in question has a total estimated value of eight hundred ($800.00). We request approval to deem the equipment surplus and proceed with the donation. Donation of these items will benefit the Tulsa Airport Police Department without additional cost to the City of Broken Arrow.

Cost: $800.00
Funding Source: Not Applicable
Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Equipment Surplus Form

Recommendation:
Approve and authorize surplus declaration for two (2) Stalker Dual Radars with antennas for surplus and donation to the Tulsa Airport Improvements Trust

SURPLUS OR OBSOLETE ITEMS FORM

Date: 090925

☑ Surplus ☐ Obsolete

Is this a Fixed Asset? ☑ Yes ☐ No

If yes, please note the tag number and asset number if known

Asset Number: _____ Tag Number: _____

Department: Police Department

Unit Number (If Applicable): _____

Description: Stalker Dual Radar Display Module

VIN/Serial Number: DD020935

Current Location: Public Safety Comples

Disposal Type (Check One):

Scrap ☐ Sell ☐ Auction ☐ Donate ☑

Other ☐ Explain: _____

Form Completed by: Captain Daniel Hurst

Phone Number: 918-451-8200

Department Head Signature: _____

Please forward this form to logistics division with surpluses item.

Disposal Information to be completed by logistics

Sold To: _____

Picked up by: _____ Date _____

Sold Through _____

Amount Received: _____

Comments:

SURPLUS OR OBSOLETE ITEMS FORM

Date: 090925 ☑ Surplus ☐ Obsolete

Is this a Fixed Asset? ☑ Yes ☐ No

If yes, please note the tag number and asset number if known

Asset Number: _____ Tag Number: _____

Department: Police Department

Unit Number (If Applicable): _____

Description: Stalker Dual Radar Antenna

VIN/Serial Number: KA079146

Current Location: Public Safety Comples

Disposal Type (Check One):

Scrap ☐ Sell ☐ Auction ☐ Donate ☑

Other ☐ Explain: _____

Form Completed by: Captain Daniel Hurst

Phone Number: 918-451-8200

Department Head Signature: _____

Please forward this form to logistics division with surpluses item.

Disposal Information to be completed by logistics

Sold To: _____

Picked up by: _____ Date _____

Sold Through _____

Amount Received: _____

Comments:

SURPLUS OR OBSOLETE ITEMS FORM

Date: 090925 ☑ Surplus ☐ Obsolete

Is this a Fixed Asset?	☑ Yes	☐ No	
If yes, please note the tag number and asset number if known			
Asset Number: _____	Tag Number: _____		

Department: Police Department

Unit Number (If Applicable): _____

Description: Stalker Dual Radar Antenna

VIN/Serial Number: KC065395

Current Location: Public Safety Comples

Disposal Type (Check One):

Scrap ☐ Sell ☐ Auction ☐ Donate ☑

Other ☐ Explain: _____

Form Completed by: Captain Daniel Hurst

Phone Number: 918-451-8200

Department Head Signature: _____

Please forward this form to logistics division with surpluses item.

Disposal Information to be completed by logistics

Sold To: _____

Picked up by: _____ Date _____

Sold Through _____

Amount Received: _____

Comments:

SURPLUS OR OBSOLETE ITEMS FORM

Date: 090925

☑ Surplus ☐ Obsolete

Is this a Fixed Asset? ☑ Yes ☐ No

If yes, please note the tag number and asset number if known

Asset Number: _____ Tag Number: _____

Department: Police Department

Unit Number (If Applicable): _____

Description: Stalker Dual Radar Antenna

VIN/Serial Number: KA079277

Current Location: Public Safety Comples

Disposal Type (Check One):

Scrap ☐ Sell ☐ Auction ☐ Donate ☑

Other ☐ Explain: _____

Form Completed by: Captain Daniel Hurst

Phone Number: 918-451-8200

Department Head Signature: _____

Please forward this form to logistics division with surpluses item.

Disposal Information to be completed by logistics

Sold To: _____

Picked up by: _____ Date _____

Sold Through _____

Amount Received: _____

Comments:

SURPLUS OR OBSOLETE ITEMS FORM

Date: 090925 ☑ Surplus ☐ Obsolete

Is this a Fixed Asset? ☑ Yes ☐ No

If yes, please note the tag number and asset number if known

Asset Number: _____ Tag Number: _____

Department: Police Department

Unit Number (If Applicable): _____

Description: Stalker Dual Radar Display Module

VIN/Serial Number: DC100294

Current Location: Public Safety Comples

Disposal Type (Check One):

Scrap ☐ Sell ☐ Auction ☐ Donate ☑

Other ☐ Explain: _____

Form Completed by: Captain Daniel Hurst

Phone Number: 918-451-8200

Department Head Signature: _____

Please forward this form to logistics division with surpluses item.

Disposal Information to be completed by logistics

Sold To: _____

Picked up by: _____ Date _____

Sold Through _____

Amount Received: _____

Comments:

SURPLUS OR OBSOLETE ITEMS FORM

Date: 09-09-2025

☑ Surplus ☐ Obsolete

Is this a Fixed Asset? ☑ Yes ☐ No

If yes, please note the tag number and asset number if known

Asset Number: _____ Tag Number: _____

Department: Police Department

Unit Number (If Applicable): _____

Description: Stalker Dual Radar Antenna

VIN/Serial Number: KC065297

Current Location: Public Safety Complex

Disposal Type (Check One):

Scrap ☐ Sell ☐ Auction ☐ Donate ☑

Other ☐ Explain: _____

Form Completed by: Captain Daniel Hurst

Phone Number: 918-451-8200

Department Head Signature: _____

Please forward this form to logistics division with surpluses item.

Disposal Information to be completed by logistics

Sold To: _____

Picked up by: _____ Date _____

Sold Through _____

Amount Received: _____

Comments:

City of Broken Arrow

Request for Action

File #: 25-1353, **Version:** 1

Broken Arrow City Council
Meeting of: 10-7-2025

Title:
Approval of and authorization to purchase one (1) ¾ Ton Crew Cab Truck, from Carter Chevrolet, pursuant to the State of Oklahoma contract, category No. 25101507 Item No. 1000009355

Background:
The Stormwater Division of the Streets and Stormwater Department has budgeted for the purchase of one (1) ¾ Ton Crew Cab Truck. Funds for this purchase are available in the general fund in the amount of $59,559.00 (Category #25101507, Item #1000009355).

Section 2-27 of the Broken Arrow Code addresses exceptions to the established competitive bidding process. It provides that supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate pricing for items purchased by the state are excepted from formal competitive bidding. Purchase from the state contract is, therefore, authorized under City ordinance.

A quote has been received from Carter Chevrolet, through the State of Oklahoma state contract category #25101507 Item #1000009355 .
Staff recommends that the Council award the responsible quote to Carter Chevrolet, for the purchase of one (1) ¾ Ton Crew Cab Truck.

Cost: $ 59,559.00

Funding Source: Fund 329 Vehicle Replacement Fund

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: Quote from Carter Chevrolet, Oklahoma Statewide Contract

Recommendation:
Approve and authorize the purchase one (1) ¾ Ton Crew Cab Truck, from Carter Chevrolet., pursuant to the State of Oklahoma State Contract.

State of Oklahoma
Category #25101507
Item # 1000009355
3/4 Ton Truck
Crew Cab

Contract #: SW0035
Dealer Name: Carter Chevrolet Agency, LLC
Make Bidding: Chevrolet
Model Bidding: 2026 Silverado 2500 HD Crew Cab
Model Code: CK20743

Body & Chassis	Enter Vehicle Specifications and Manufacturer Option Codes
Gross Vehicle Weight Rating	11,150 Lbs
Wheelbase/CA	159" WB / 42" CA
Crew Cab Bed Length	6.5 Ft. Bed
Engine	
Engine Type, Cylinder/Liter	6.6L Duramax Turbo-Diesel V8 B20-Diesel compatible, 470 hp
Diesel Particulate Filter	DPF, diesel particulate filter, manual regeneration
Transmission	
Automatic	10-Speed automatic
Drive Axle	
Primary Drive Axle	Four Wheel Drive
Differential Type/Ratio	3.42 Rear Axle Ratio
Limited Slip	Auto-Locking Rear Differential
Transfer Case	Transfer case, two-speed electronic shift with push button controls
Skid Plate	Skid Plates to protect the oil pan, front axle and transfer case
Electrical	
Alternator/Min (amps)	220 Amps
Battery min. (CCA)	HD dual 730 CCA amps/70 Amp-hr maintenance free with rundown protection & retained accessory power
Fuel	
Fuel Capacity min Liters(Gals)	36 Gallons
Exterior	
Paint	White
Mirrors	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (requires WT Convenience Pkg)
WT Convenience Package	Required with Heated Mirrors - Includes EZ Lift power lock and release tailgate, tinted windows & rear-window defogger
Lights	Headlamps, halogen reflector with halogen Daytime Running Lamps
Doors & Windows	
Doors	4 Doors / Crew Cab Model
Door Locks	Power Door Locks with Remote Keyless Entry with 2 transmitters
Windows	Power Windows
Floor	
Floor Covering	Vinyl/Rubber
Interior	
Air Conditioning	Air Conditioning, single zone
Radio	Audio System, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility
Tilt & Cruise	Steering Column, Tilt-Wheel, manual with wheel locking security feature/Cruise Control, electronic with set and resume speed, steering wheel-mounted
Upfitter Switches	Upfitter Switch Kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Shipped loose in cab
Seats	
Seating Capacity min.	6 Passenger
Seats	40/20/40 Split Bench, Vinyl
Rear Seat	60/40 folding bench, Vinyl
Safety	
Brakes	4 Wheel Antilock, 4-wheel disc with DURALIFE rotors
Restraint System All Pass	Standard
Air Bags Both Sides	Frontal, Seat Mounted Side Impact, & Head Curtain
Tires & Wheels	
Tires & Wheels	LT245/75R17E All Season
Spare	Full Size Spare
Trailering	
Hitch	Trailering Package includes trailer hitch, 7-pin connector and Hitch Guidance
Electric Brake Controller	Trailer Brake Controller, integrated
Hooks	Recovery Hooks, front, frame-mounted, Black
Warranty	
Bumper to Bumper Warranty	3 Year / 36,000 Miles
Drive Train Warranty	5 Year / 100,000 Miles

2026 Chevy 4x4 2500HD Crew Cab Pickup - Base MSRP $54,495 less 11% discount	**$48,500.55**
Optional Equipment - MSRP $11,325 less 5% discount	$10,758.75
Delivery Cost - Okarche to Broken Arrow, OK (140 miles) *Waived if vehicle is picked up in Okarche	$140.00
2026 Chevy 4x4 2500HD Crew Cab - Total Cost	**$59,259.30**

Recommended Optional Items	Additional Cost
Longer 8' Pickup Bed Length	$300.00

CONTRACT

State of Oklahoma

Dispatch via Print

Contract ID			Page
00000000000000000000006070			1 of 1
Contract Dates	**Currency**	**Rate Type**	**Rate Date**
02/08/2021 to 02/07/2026	USD	CRRNT	PO Date
Description:		**Contract Maximum**	
SW0035 Vehicles		0.00	

Allow Open Item Reference

TYPE: STATEWIDE

Supplier 0000073073
CARTER CHEVROLET AGENCY LLC
PO BOX 447
OKARCHE OK 73762-0473
USA

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc		UOM	Minimum Order Qty	Minimum Order Amt	Maximum / Open Qty	Maximum / Open Amt
1	25101503 / Automobiles or cars See vendor pricing documents for more information.		EA	1.00	0.00	0.00	0.00
	Contract Base Pricing	1.00000	EA		0001		
2	25101505 / Vans See vendor pricing documents for more information.		EA	1.00	0.00	0.00	0.00
	Contract Base Pricing	1.00000	EA		0001		
3	25101507 / Light trucks or SUVs See vendor pricing documents for more information.		EA	1.00	0.00	0.00	0.00
	Contract Base Pricing	1.00000	EA		0001		
4	25101611 / Cargo trucks See vendor pricing documents for more information.		EA	1.00	0.00	0.00	0.00
	Contract Base Pricing	1.00000	EA		0001		
5	25101702 / Police vehicles See vendor pricing documents for more information.		EA	1.00	0.00	0.00	0.00
	Contract Base Pricing	1.00000	EA		0001		
6	25101921 / Van trucks See vendor pricing documents for more information.		EA	1.00	0.00	0.00	0.00
	Contract Base Pricing	1.00000	EA		0001		

COMMENTS:

Vendor Contact:
Kim Hawkins
405-263-1102
khawkins@carterchev.biz
SW0035 Vehicles

Contract Period: 02/08/2023 - 02/07/2025
Agreement Period: 02/08/2021 - 02/07/2026

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

City of Broken Arrow

Request for Action

File #: 25-1341, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization for the purchase and installation of synthetic turf for Vandever Park Playground from Happy Playgrounds, LLC, pursuant of the PlayPower Sourcewell purchasing contract No. 010521 for the Parks Department

Background:
The Parks and Recreation Department has budgeted for the purchase and installation of Turf surfacing for the Vandever Park playground. Funds for this purchase are available in the Sales Tax Capital Improvement Fund in the amount of $53,333 (Project 2560150, Account Number 3306000-570150). A bid has been received from Happy Playgrounds, LLC through the Sourcewell Cooperative Purchasing contract (formerly NJPA) #010521, City membership #67325. Staff recommends that the Council approve and authorize the purchase from Happy Playground, LLC, for the purchase and installation of playground turf

Cost:	$53,333.00
Funding Source:	3306000-570150 Project 2560150
Requested By:	Matt Hendren, Parks and Recreation Director
Approved By:	City Manager's Office
Attachments:	Sourcewell #010521 bids Vandever Park

Recommendation:
Approve and authorize the purchase and installation of synthetic turf for Vandever Park Playground from Happy Playgrounds, LLC, pursuant of the PlayPower Sourcewell purchasing contract No. 010521 for the Parks Department.

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

Happy Playgrounds
Play, World, Play!

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

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

Quote #	5514-3
Quote Date	02-27-2025
Quote Amount	**$53,333.00**

Item	Quantity	UOM	Description	Color	Unit Price	Total
			Vandever Park, 1101 W Ithica St, Broken Arrow, OK 74012			
DEMO	1.0	EA	REMOVE & DISPOSE OF EXISTING EWF AND PIP		$3,950.00	$3,950.00
TURF/PADDING	2448.0	EA	IPEMA CERTIFIED SYNTHETIC TURF; INCLUDES 1" PAD IN PLAYGROUND AREA (6FT FALL HEIGHT) AND 2" PAD IN SWING SET AREA (8FT FALL HEIGHT); 12-13" AGG BASE; COMPOSITE NAILER BOARDS * 14" OF EXISTING EWF DEPTH IS BASED ON SITE OBSERVATION 8-7-25 *		$18.50	$45,288.00
FREIGHT	1.0	EA	FREIGHT-TURF & PADDING		$4,095.00	$4,095.00

Signature/Date

Sub Total	**$53,333.00**
Tax	$0.00
Quote Amount	**$53,333.00**

Thank you for doing business with Happy Playgrounds, LLC

Notes:

VANDEVER PARK TURF QUOTE
PLAYPOWER SOURCEWELL CONTRACT #010521

PROPOSAL

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:
LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185

Sourcewell Contract No. 010521-LSI

Customer Information

CONTACT:
PHONE
FAX:
email:

SHIP TO: **Vandever Park**
Maintenance Kit/Info ?

BILL TO: **City of Broken Arrow**

Destination
F.O.B.
FREIGHT ☑ Prepaid ☐ Collect

Net 30 days upon credit approv., deposit may be required
TERMS (Subject To Credit Approval By LSI)

20-24 Weeks ARO
SHIPPING TIME

Pricing Good for 60 days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
		Vandever Park				
1	Turf	Artificial Turf for 3 playground areas		$70,896	-	$ 70,896.00
1	Demo	Demo EWF		$12,096	-	$ 12,096.00
1	Discount	Contract Discount		(4,979.52)	-	$ (4,979.52)
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
		Standard Terms and Conditions for Installation Apply				
				Total Weight	-	
				SUBTOTAL MATERIAL		$ 78,012.48
				TOTAL		$ 78,012.48

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

ACCEPTED BY CUSTOMER DATE

PRINT NAME

Kristin Seifried
PROPOSED BY LSI REPRESENTATIVE DATE

PRINT NAME

Taxable: Freight _____ Installation _____

City of Broken Arrow

Request for Action

File #: 25-1354, **Version:** 1

Broken Arrow City Council
Meeting of: 10-7-2025

Title:
Approval of and authorization to purchase one (1) 1 ton Service Truck, from Vance Chevrolet, pursuant to the Oklahoma State Contract

Background:
The Stormwater Division of the Streets and Stormwater Department has budgeted for the purchase of one (1) 1 ton Service Truck. Funds for this purchase are available in the Vehicle Replacement Fund in the amount of $85,786.82 (Project No. 2653020, Account No. 3295305-570020).

Section 2-27 of the Broken Arrow Code addresses exceptions to the established competitive bidding process. It provides that supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate pricing for items purchased by the state are excepted from formal competitive bidding. Purchase from the state contract is, therefore, authorized under City ordinance.

A quote has been received from Vance Chevrolet, through the Oklahoma State Contract #SW035, Vendor #0000552011.
Staff recommends that the Council award the responsible quote to Vance Chevrolet, for the purchase of one (1) 1 Ton Service Truck.

Cost: $ 85,786.82

Funding Source: Fund 329

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: Quote from Vance Chevrolet

Recommendation:
Approve and authorize the purchase of one (1) 1 ton Service Truck, from Vance Chevrolet, pursuant to the Oklahoma State Contract.

VANCE CHEVROLET BUICK, GMC OF MIAMI

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

JOHN VANCE FLEET SERVICES

QUOTE

DATE	8/29/2025
QUOTE NUMBER	000Q17855
EXPIRATION DATE	10/8/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

PO NUMBER

SOLD TO:

City of Broken Arrow
Matt Duran
2302 S. 1st Place
PO Box 610
Broken Arrow, OK 74013
918-259-7000

SHIP TO:

City of Broken Arrow
Matt Duran
2302 S. 1st Place
PO Box 610
Broken Arrow, OK 74013
918-259-7000

Any Questions? Call 405-282-3800
Britt Woods
Britt@VanceFleet.Com

Qty	OPTION	Description	Unit Price	Ext. Price
1	CK31043	2026 CHEVROLET SILVERADO 3500HD CREW CHASSIS 4X4	$49,863.00	$49,863.00
1	1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	$0.00	$0.00
1	CA	60" CA	$0.00	$0.00
1	4WD / NZZ	FOUR WHEEL DRIVE W/SKID PLATES	$2,219.00	$2,219.00
1	L5P	6.6L DURAMAX V8 TURBO DIESEL	$9,490.00	$9,490.00
1	MGM	10SPD AUTO TRANS	$0.00	$0.00
1	9L7	UPFITTERS SWITCHES	$150.00	$150.00
1	DWI	VERTICAL HEATED TRAILER TOW MIRRORS	$627.00	$627.00
1	KI4	120V / 400W POWER OUTLET INSIDE THE CAB	$142.50	$142.50
1	KW5	220AMP ALTERNATOR	$0.00	$0.00
1	PCV	WT CONVENIENCE PACKAGE includes (AKO) tinted windows, (C49) rear-window defogger and (DBG) power trailer mirrors with heated upper glass and manual extending/folding	$403.75	$403.75
1	VK3	FRONT TAG BRACKET	$0.00	$0.00
1	ZZT / QZT	ALL TERRAIN TIRES / SPARE TIRE AND WHEEL	$0.00	$0.00
1	GAZ	EXTERIOR : OXFORD WHITE	$0.00	$0.00
1	AZ3 / H2G	INTERIOR : VINYL 40/20/40 SPLIT BENCH SEAT BLACK	$0.00	$0.00
		SubTotal		**$62,895.25**
		KNAPHEID CONCRETE PLATFORM BODY		
1	PCCR-9	KNAPHEIDE CONCRETE BODY 9' BLACK W/ ALUMINUM TREADPLATE OVERLAY	$16,385.74	$16,385.74
1		ICC BUMPER	$328.52	$328.52
1		8' UNDERFLOOR STORAGE COMPARTMENT W/ REAR DROP DOWN DOOR	$1,623.82	$1,623.82
1		FUEL / ELECTRICAL / MUDFLAPS	$289.97	$289.97
1		3000WATT MODIFIED SINE WAVE INVERTER	$879.66	$879.66
1		INVERTER INSTALL SUPPLIES	$225.00	$225.00
1		RECIEVER HITCH AND 7WAY RV STYLE PLUG	$747.42	$747.42
1		4 CORNER STROBES AMBER WHITE SOUND OFF SIGNAL	$1,080.88	$1,080.88
1		BACK UP ALARM	$144.38	$144.38
1		LUVERNE GRIP STEP RUNNING BOARDS	$661.18	$661.18

Accepted By: _____

SUB-TOTAL	$85,786.82
TAG/TAXES	$0.00
TOTAL DUE	**$85,786.82**

Terms:
THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.
1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

Qty	OPTION	Description	Unit Price	Ext. Price
1		SHIPPING AND HANDLING	$525.00	$525.00

Accepted By: _____

SUB-TOTAL	$85,786.82
TAG/TAXES	$0.00
TOTAL DUE	**$85,786.82**

Terms:
THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.
1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

City of Broken Arrow

Request for Action

File #: 25-1424, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

Background:
Funds have been approved for the purchase of one (1) new F-150 4x4 pickup for the Meter Reading Division of the Utilities Department. This vehicle will be utilized to replace unit #1114. This acquisition is identified under Project Number 2654320 in the Vehicle Replacement Fund 329 Portion of the FY2026 budget with $52,000 allocated for the purchase of a 1/2 ton 4x4 pickup.

To maximize resources and achieve cost efficiencies, staff recommends procuring the vehicle through the Oklahoma Statewide Contract SW0035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW0035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Utilities Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, staff recommends approval to purchase one (1) F-150 4x4 crew cab pickup from Vance Country Ford in the amount of $47,101.00 through State Contract SW0035.

Cost:	$47,101.00
Funding Source:	2654320-3295406-570020
Requested By:	Ryan Baze, Director of Maintenance Services
Approved By:	City Manager’s Office
Attachments:	Half ton crew 4X4, SW0035 Fully Executed Vance Country Ford contract

Recommendation:
Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466

QUOTE

DATE	9/30/2025
QUOTE NUMBER	000Q18077
EXPIRATION DATE	
SHIP VIA	Stock Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:
City of Broken Arrow

GRANT RISSLER
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-251-5311

SHIP TO:
City of Broken Arrow
GRANT RISSLER
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012

Any Questions? Call 405-282-3800
Colt Weatherby

colt@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	W1L	2025 FORD F150 CREW CAB, 5.5' BED	$40,813.00	$40,813.00
1	4WD/413	4 WHEEL DRIVE w/ SKID PLATES	$3,953.00	$3,953.00
1	103A	XL HIGH EQUIPMENT GROUP	$1,195.00	$1,195.00
		- 17" Silver Painted Aluminum Wheels, Chrome Bumpers, LED Fog Lamps, Interior Work Surface, Rear Window Fixed Privacy Glass w/ Defroster		
1	995	ENGINE: 5.0L V8	$0.00	$0.00
1	44G	TRANSMISSION: 10 SPEED AUTOMATIC	$0.00	$0.00
1	XL3	ELECTRONIC LOCKING w/ 3.31 AXLE RATIO	$470.00	$470.00
1	ATT	TIRES: 265/70R17 BSW ALL TERRAIN	$295.00	$295.00
1	SYNC	SYNC 4 w/ BLUETOOTH CONNECTIVITY	$0.00	$0.00
1	GVWR	GVWR: 7100 LBS PAYLOAD PACKAGE	$0.00	$0.00
1	18B	BLACK PLATFORM RUNNING BOARDS	$250.00	$250.00
1	TOW	CLASS IV TOW EQUIPMENT	$0.00	$0.00
		-Hitch, Trailer Wiring Harness and Trailer Sway Control		
1	CS	INTERIOR: MEDIUM DARK SLATE CLOTH 40/20/40	$0.00	$0.00
1	M7	EXTERIOR: CARBONIZED GRAY	$0.00	$0.00
1	TINT	TINT FRONT 2 TO MATCH	$125.00	$125.00
		SubTotal:		**$47,101.00**

Accepted By: _____

Terms:

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

SUB-TOTAL	**$47,101.00**
	$0.00
TOTAL DUE	**$47,101.0**

OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA STATEWIDE CONTRACT WITH COUNTRY FORD-MERCURY, INC.

This State of Oklahoma Statewide Contract ("Contract") is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Country Ford-Mercury, Inc. ("Supplier") and is effective February 8, 2021.

Purpose

The State is awarding this Contract to Supplier for the provision of vehicle purchases, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.

2. The following Contract Documents are attached hereto and incorporated herein:

   2.1. Solicitation, Attachment A
   2.1.A. Exhibit 1
   2.2. General Terms, Attachment B;
   2.3. Statewide Specific Terms Attachment C;
   2.4. Intentionally Omitted, Attachment D;
   2.5. Bid Portion, Attachment E and
   2.6. Intentionally Omitted, Attachment F.

3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

COUNTRY FORD-MERCURY, INC.

By: Cameron Colter (Feb 3, 2021 13:28 CST)

Name: CAMERON COLTER

Title: FLEET MANAGER

Date: 02/03/2021

ATTACHMENT A

SOLICITATION NO. 0900000469

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

This Contract is for vehicles to be provided on an as-needed basis.

Oklahoma has over 100 executive agencies in 77 counties and over 500 municipal government Affiliates. The Contract is awarded for the Supplier to provide for the purchase of vehicles, warranty work, and replacement parts.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Contract Specifications

Contract specifications are set forth below as Exhibit 1.

EXHIBIT 1

1. **Responsibilities**
   - **A.** Supplier must provide the most current model of vehicles, to be available for the entire model year of production.
   - **B.** All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.
   - **C.** Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for the duration of the Contract period.
   - **D.** Supplier shall provide a percentage discount off of the MSRP for any optional equipment for which pricing has not been provided, aftermarket options, and the labor rate per hour to install the optional equipment.
   - **E.** All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
   - **F.** Pricing shall only be adjusted at the time of model year changes.
   - **G.** All actual "build out" schedules must be submitted by the Supplier as it is made aware of them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
   - **H.** Any requested changes to the model year vehicles offered by the Supplier must be submitted to the Contracting Officer within 30 days of the requested start date of the change. Changes include pricing and specification changes from one model year to the next.
   - **I.** As new model year vehicles become available, the Supplier shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer's percentage of increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change and revised pricing shall not be retroactive. New model year vehicles cannot be offered without approval from the Contracting Officer.
   - **J.** If there is a model year change over the course of the Contract period, the Supplier must send a written request for approval of the change to the Contracting Officer. The Contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of a Contract Addendum.
   - **K.** If during the Contract period there is a model year change by the Original Equipment Manufacturer (OEM) or additional costs are incurred by the Supplier from a third-party, the Supplier must send a written request for approval of the change to the Contracting Officer. The request for a price increase or decrease must include a copy of the OEM's official notice or other evidence that the increase or decrease is applicable to all customers.
   - **L.** All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.
   - **M.** Vehicles that remain in the Supplier's possession overnight or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Customer-owned equipment in the Supplier's possession.
   - **N.** The Supplier must provide any training opportunities available to the Customer.
   - **O.** The Supplier must maintain a website detailing all current models available under the Contract.

2. **Licensing**
   Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder

certifies by submission of a Bid that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Bid. It is the Supplier's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by the State. If Supplier does not maintain current licensing, the Contract may be immediately terminated, upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

3. **Warranty**
   - **A.** The Supplier agrees the products purchased under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State by any other clause of this Contract.
   - **B.** The Supplier warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
   - **C.** All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. All work performed not meeting such specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Customer.
   - **D.** The Supplier shall furnish a copy of the warranty applicable for the product. All product warranties shall start on the date of acceptance.
   - **E.** The Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Customer.
   - **F.** The Supplier shall correct ordering errors without further cost to the Customer.
   - **G.** A copy of the warranty shall be included for replacement parts purchased.
   - **H.** All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
   - **I.** Warranty repair facilities must be identified in each pricing sheet.

4. **Insurance**
   - **A.** The Supplier shall maintain insurance coverage at all times during the entire term of this contract. The following types of risks shall be covered in the Supplier's policy:
     - **i.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover Supplier's employees as required by the State.
     - **ii.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
     - **iii.** Commercial Automobile Insurance, hired and non-owned.
     - **iv.** Garage Keepers Liability Insurance.
     - **v.** Commercial Property Coverage

5. **Quality of Parts**
   - **A.** Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
   - **B.** After market repair parts must be equal to, or exceed OEM specifications.
   - **C.** Repair parts must be packaged and distributed under the respective nationally known name brands.
   - **D.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

E. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.

F. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

6. Ordering

A. No minimum orders are required under this Contract.

B. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.

C. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.

D. Purchase cards will not be an acceptable form of payment under this Contract.

7. Delivery

A. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.

B. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.

C. The Customer must provide specific delivery instructions to the Supplier.

D. Delivery on parts must be made within 30 days of order.

E. All vehicles shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list.

F. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.

8. Leasing

A. The Supplier may provide vehicle leasing under this Contract. State agencies are not authorized to lease vehicles without prior approval by the Oklahoma Bond Oversight Committee.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

1.1 Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.

1.2 At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.

1.3 If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

1.4 The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

A. any Addendum;

B. any applicable Solicitation;

C. any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;

D. the terms contained in this Contract Document;

E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;

F. any statement of work, work order, or other similar ordering document as applicable; and

G. other mutually agreed Contract Documents.

2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 **Addendum** means a mutually executed, written modification to a Contract Document.

4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.

4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.

4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.

4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.

4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.

4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.

4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.

4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.

4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

4.14 **OAC** means the Oklahoma Administrative Code.

4.15 **OMES** means the Office of Management and Enterprise Services.

4.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.

4.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.

4.18 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.

4.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.

4.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

4.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

5.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

5.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

5.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

6.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to

perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.

B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

C. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.

E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

F. Supplier shall have no right of setoff.

G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

H. Intentionally Omitted.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than $5,000,000 per occurrence;

C. Automobile Liability Insurance with limits of liability of not less than $5,000,000 combined single limit each accident;

D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than $5,000,000 per occurrence;

E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits $5,000,000 per occurrence; and

F. Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the

Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

C. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;

D. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;

E. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);

G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;

H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at **www.dhs.gov/E-Verify**;

I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and

J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

9.5 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

9.6 As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

9.7 The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.

9.8 Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.

9.10 If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

10.1 As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

10.2 The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

10.3 Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

11.1 The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

11.2 Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.

11.3 Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

11.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.

11.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

A. Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

B. To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.

C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

17.1 Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier’s performance or obligations under the Contract; (ii) Supplier’s material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:
State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:
Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq*. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.

B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.

C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.

D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.

E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

1.1 The Contract is a mandatory contract.

1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.

2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.

2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

i. Electronic submission in Microsoft Excel format to **strategic.sourcing@omes.ok.gov**;

ii. Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;

iii. Submission no later than forty-five (45) days following the end of each calendar quarter;

iv. Contract quarterly reporting periods shall be as follows:

a. January 01 through March 31;

b. April 01 through June 30;

c. July 01 through September 30; and

d. October 01 through December 31.

v. Reports must include the following information:

a. Procuring entity;
b. Order date;
c. Purchase Order number or note that the Acquisition was paid by Purchase Card;
d. City in which products or services were received or specific office or subdivision title;
e. Product manufacturer or type of service;
f. Manufacturer item number, if applicable;
g. Product description;

h. General product category, if applicable;
i. Quantity;
j. Unit list price or MSRP, as applicable;
k. Unit price charged to the purchasing entity; and
l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
Will Rogers Building
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT E

Current Supplier pricing is available on the Statewide Contract 0035 webpage. Please reach out to the Contracting Officer if there are any questions.

City of Broken Arrow

Request for Action

File #: 25-1403, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

Background:
Funds have been approved for the purchase of one (1) new F-150 4x4 pickup for the Sewer Division of the Utilities Department. This vehicle will be utilized to service the wastewater infrastructure assets for the City of Broken Arrow. This acquisition is identified under Project Number 2654420 in the Vehicle Replacement Fund 329 Portion of the FY2026 budget with $52,000 allocated for the purchase of a 1/2 ton Crew Cab.

To maximize resources and achieve cost efficiencies, staff recommends procuring the vehicle through the Oklahoma Statewide Contract SW0035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW0035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Utilities Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, staff recommends approval to purchase one (1) F-150 4x4 pickup from Vance Country Ford in the amount of $47,101.00 through State Contract SW0035.

Cost:	$47,101.00
Funding Source:	2654420-3295415-570020
Requested By:	Ryan Baze, Director of Maintenance Services
Approved By:	City Manager’s Office
Attachments:	Half ton crew 4X4, SW0035 Fully Executed Vance Country Ford contract

Recommendation:
Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466

QUOTE

DATE	9/30/2025
QUOTE NUMBER	000Q18077
EXPIRATION DATE	
SHIP VIA	Stock Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:
City of Broken Arrow

GRANT RISSLER
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-251-5311

SHIP TO:
City of Broken Arrow
GRANT RISSLER
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012

Any Questions? Call 405-282-3800
Colt Weatherby

colt@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	W1L	2025 FORD F150 CREW CAB, 5.5' BED	$40,813.00	$40,813.00
1	4WD/413	4 WHEEL DRIVE w/ SKID PLATES	$3,953.00	$3,953.00
1	103A	XL HIGH EQUIPMENT GROUP	$1,195.00	$1,195.00
		- 17" Silver Painted Aluminum Wheels, Chrome Bumpers, LED Fog Lamps, Interior Work Surface, Rear Window Fixed Privacy Glass w/ Defroster		
1	995	ENGINE: 5.0L V8	$0.00	$0.00
1	44G	TRANSMISSION: 10 SPEED AUTOMATIC	$0.00	$0.00
1	XL3	ELECTRONIC LOCKING w/ 3.31 AXLE RATIO	$470.00	$470.00
1	ATT	TIRES: 265/70R17 BSW ALL TERRAIN	$295.00	$295.00
1	SYNC	SYNC 4 w/ BLUETOOTH CONNECTIVITY	$0.00	$0.00
1	GVWR	GVWR: 7100 LBS PAYLOAD PACKAGE	$0.00	$0.00
1	18B	BLACK PLATFORM RUNNING BOARDS	$250.00	$250.00
1	TOW	CLASS IV TOW EQUIPMENT	$0.00	$0.00
		-Hitch, Trailer Wiring Harness and Trailer Sway Control		
1	CS	INTERIOR: MEDIUM DARK SLATE CLOTH 40/20/40	$0.00	$0.00
1	M7	EXTERIOR: CARBONIZED GRAY	$0.00	$0.00
1	TINT	TINT FRONT 2 TO MATCH	$125.00	$125.00
		SubTotal:		**$47,101.00**

Accepted By: _____

Terms:

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

SUB-TOTAL	**$47,101.00**
	$0.00
TOTAL DUE	**$47,101.0**

OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA STATEWIDE CONTRACT WITH COUNTRY FORD-MERCURY, INC.

This State of Oklahoma Statewide Contract ("Contract") is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Country Ford-Mercury, Inc. ("Supplier") and is effective February 8, 2021.

Purpose

The State is awarding this Contract to Supplier for the provision of vehicle purchases, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.

2. The following Contract Documents are attached hereto and incorporated herein:

   2.1. Solicitation, Attachment A
   2.1.A. Exhibit 1
   2.2. General Terms, Attachment B;
   2.3. Statewide Specific Terms Attachment C;
   2.4. Intentionally Omitted, Attachment D;
   2.5. Bid Portion, Attachment E and
   2.6. Intentionally Omitted, Attachment F.

3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

COUNTRY FORD-MERCURY, INC.

By: Cameron Colter (Feb 3, 2021 13:28 CST)

Name: CAMERON COLTER

Title: FLEET MANAGER

Date: 02/03/2021

ATTACHMENT A

SOLICITATION NO. 0900000469

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

This Contract is for vehicles to be provided on an as-needed basis.

Oklahoma has over 100 executive agencies in 77 counties and over 500 municipal government Affiliates. The Contract is awarded for the Supplier to provide for the purchase of vehicles, warranty work, and replacement parts.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Contract Specifications

Contract specifications are set forth below as Exhibit 1.

EXHIBIT 1

1. **Responsibilities**
   - **A.** Supplier must provide the most current model of vehicles, to be available for the entire model year of production.
   - **B.** All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.
   - **C.** Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for the duration of the Contract period.
   - **D.** Supplier shall provide a percentage discount off of the MSRP for any optional equipment for which pricing has not been provided, aftermarket options, and the labor rate per hour to install the optional equipment.
   - **E.** All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
   - **F.** Pricing shall only be adjusted at the time of model year changes.
   - **G.** All actual "build out" schedules must be submitted by the Supplier as it is made aware of them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
   - **H.** Any requested changes to the model year vehicles offered by the Supplier must be submitted to the Contracting Officer within 30 days of the requested start date of the change. Changes include pricing and specification changes from one model year to the next.
   - **I.** As new model year vehicles become available, the Supplier shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer's percentage of increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change and revised pricing shall not be retroactive. New model year vehicles cannot be offered without approval from the Contracting Officer.
   - **J.** If there is a model year change over the course of the Contract period, the Supplier must send a written request for approval of the change to the Contracting Officer. The Contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of a Contract Addendum.
   - **K.** If during the Contract period there is a model year change by the Original Equipment Manufacturer (OEM) or additional costs are incurred by the Supplier from a third-party, the Supplier must send a written request for approval of the change to the Contracting Officer. The request for a price increase or decrease must include a copy of the OEM's official notice or other evidence that the increase or decrease is applicable to all customers.
   - **L.** All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.
   - **M.** Vehicles that remain in the Supplier's possession overnight or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Customer-owned equipment in the Supplier's possession.
   - **N.** The Supplier must provide any training opportunities available to the Customer.
   - **O.** The Supplier must maintain a website detailing all current models available under the Contract.

2. **Licensing**
   Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder

certifies by submission of a Bid that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Bid. It is the Supplier's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by the State. If Supplier does not maintain current licensing, the Contract may be immediately terminated, upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

3. **Warranty**
   - **A.** The Supplier agrees the products purchased under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State by any other clause of this Contract.
   - **B.** The Supplier warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
   - **C.** All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. All work performed not meeting such specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Customer.
   - **D.** The Supplier shall furnish a copy of the warranty applicable for the product. All product warranties shall start on the date of acceptance.
   - **E.** The Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Customer.
   - **F.** The Supplier shall correct ordering errors without further cost to the Customer.
   - **G.** A copy of the warranty shall be included for replacement parts purchased.
   - **H.** All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
   - **I.** Warranty repair facilities must be identified in each pricing sheet.

4. **Insurance**
   - **A.** The Supplier shall maintain insurance coverage at all times during the entire term of this contract. The following types of risks shall be covered in the Supplier's policy:
     - **i.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover Supplier's employees as required by the State.
     - **ii.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
     - **iii.** Commercial Automobile Insurance, hired and non-owned.
     - **iv.** Garage Keepers Liability Insurance.
     - **v.** Commercial Property Coverage

5. **Quality of Parts**
   - **A.** Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
   - **B.** After market repair parts must be equal to, or exceed OEM specifications.
   - **C.** Repair parts must be packaged and distributed under the respective nationally known name brands.
   - **D.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

E. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.

F. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

6. Ordering

A. No minimum orders are required under this Contract.

B. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.

C. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.

D. Purchase cards will not be an acceptable form of payment under this Contract.

7. Delivery

A. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.

B. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.

C. The Customer must provide specific delivery instructions to the Supplier.

D. Delivery on parts must be made within 30 days of order.

E. All vehicles shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list.

F. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.

8. Leasing

A. The Supplier may provide vehicle leasing under this Contract. State agencies are not authorized to lease vehicles without prior approval by the Oklahoma Bond Oversight Committee.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

1.1 Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.

1.2 At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.

1.3 If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

1.4 The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

A. any Addendum;

B. any applicable Solicitation;

C. any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;

D. the terms contained in this Contract Document;

E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;

F. any statement of work, work order, or other similar ordering document as applicable; and

G. other mutually agreed Contract Documents.

2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 **Addendum** means a mutually executed, written modification to a Contract Document.

4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.

4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.

4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.

4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.

4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.

4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.

4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.

4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.

4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

4.14 **OAC** means the Oklahoma Administrative Code.

4.15 **OMES** means the Office of Management and Enterprise Services.

4.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.

4.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.

4.18 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.

4.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.

4.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

4.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

5.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

5.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

5.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

6.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to

perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.

B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

C. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.

E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

F. Supplier shall have no right of setoff.

G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

H. Intentionally Omitted.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than $5,000,000 per occurrence;

C. Automobile Liability Insurance with limits of liability of not less than $5,000,000 combined single limit each accident;

D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than $5,000,000 per occurrence;

E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits $5,000,000 per occurrence; and

F. Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the

Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

C. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;

D. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;

E. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);

G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;

H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at **www.dhs.gov/E-Verify**;

I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and

J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

9.5 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

9.6 As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

9.7 The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.

9.8 Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.

9.10 If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

10.1 As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

10.2 The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

10.3 Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

11.1 The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

11.2 Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.

11.3 Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

11.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.

11.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

A. Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

B. To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.

C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

17.1 Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier’s performance or obligations under the Contract; (ii) Supplier’s material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:
State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:
Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq*. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.

B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.

C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.

D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.

E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

1.1 The Contract is a mandatory contract.

1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.

2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.

2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

i. Electronic submission in Microsoft Excel format to **strategic.sourcing@omes.ok.gov**;

ii. Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;

iii. Submission no later than forty-five (45) days following the end of each calendar quarter;

iv. Contract quarterly reporting periods shall be as follows:

a. January 01 through March 31;

b. April 01 through June 30;

c. July 01 through September 30; and

d. October 01 through December 31.

v. Reports must include the following information:

a. Procuring entity;
b. Order date;
c. Purchase Order number or note that the Acquisition was paid by Purchase Card;
d. City in which products or services were received or specific office or subdivision title;
e. Product manufacturer or type of service;
f. Manufacturer item number, if applicable;
g. Product description;

h. General product category, if applicable;
i. Quantity;
j. Unit list price or MSRP, as applicable;
k. Unit price charged to the purchasing entity; and
l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
Will Rogers Building
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT E

Current Supplier pricing is available on the Statewide Contract 0035 webpage. Please reach out to the Contracting Officer if there are any questions.

City of Broken Arrow

Request for Action

File #: 25-1405, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

Background:
Funds have been approved for the purchase of one (1) new F-150 4x4 pickup for the Sewer Division of the Utilities Department. This vehicle will be utilized to service the water plant infrastructure assets for the City of Broken Arrow. This acquisition is identified under Project Number 2654240 in the Vehicle Replacement Fund 329 Portion of the FY2026 budget with $55,000 allocated for the purchase of a 1/2 ton Crew Cab.

To maximize resources and achieve cost efficiencies, staff recommends procuring the vehicle through the Oklahoma Statewide Contract SW0035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW0035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Utilities Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, staff recommends approval to purchase one (1) F-150 4x4 pickup from Vance Country Ford in the amount of $47,101.00 through State Contract SW0035.

Cost:	$47,101.00
Funding Source:	2654240-3295405-570020
Requested By:	Ryan Baze, Director of Maintenance Services
Approved By:	City Manager’s Office
Attachments:	Half ton crew 4X4, SW0035 Fully Executed Vance Country Ford contract

Recommendation:
Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466

QUOTE

DATE	9/30/2025
QUOTE NUMBER	000Q18077
EXPIRATION DATE	
SHIP VIA	Stock Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:
City of Broken Arrow

GRANT RISSLER
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-251-5311

SHIP TO:
City of Broken Arrow
GRANT RISSLER
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012

Any Questions? Call 405-282-3800
Colt Weatherby

colt@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	W1L	2025 FORD F150 CREW CAB, 5.5' BED	$40,813.00	$40,813.00
1	4WD/413	4 WHEEL DRIVE w/ SKID PLATES	$3,953.00	$3,953.00
1	103A	XL HIGH EQUIPMENT GROUP	$1,195.00	$1,195.00
		- 17" Silver Painted Aluminum Wheels, Chrome Bumpers, LED Fog Lamps, Interior Work Surface, Rear Window Fixed Privacy Glass w/ Defroster		
1	995	ENGINE: 5.0L V8	$0.00	$0.00
1	44G	TRANSMISSION: 10 SPEED AUTOMATIC	$0.00	$0.00
1	XL3	ELECTRONIC LOCKING w/ 3.31 AXLE RATIO	$470.00	$470.00
1	ATT	TIRES: 265/70R17 BSW ALL TERRAIN	$295.00	$295.00
1	SYNC	SYNC 4 w/ BLUETOOTH CONNECTIVITY	$0.00	$0.00
1	GVWR	GVWR: 7100 LBS PAYLOAD PACKAGE	$0.00	$0.00
1	18B	BLACK PLATFORM RUNNING BOARDS	$250.00	$250.00
1	TOW	CLASS IV TOW EQUIPMENT	$0.00	$0.00
		-Hitch, Trailer Wiring Harness and Trailer Sway Control		
1	CS	INTERIOR: MEDIUM DARK SLATE CLOTH 40/20/40	$0.00	$0.00
1	M7	EXTERIOR: CARBONIZED GRAY	$0.00	$0.00
1	TINT	TINT FRONT 2 TO MATCH	$125.00	$125.00
		SubTotal:		**$47,101.00**

Accepted By: _____

Terms:

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

SUB-TOTAL	**$47,101.00**
	$0.00
TOTAL DUE	**$47,101.0**

OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA STATEWIDE CONTRACT WITH COUNTRY FORD-MERCURY, INC.

This State of Oklahoma Statewide Contract ("Contract") is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Country Ford-Mercury, Inc. ("Supplier") and is effective February 8, 2021.

Purpose

The State is awarding this Contract to Supplier for the provision of vehicle purchases, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.

2. The following Contract Documents are attached hereto and incorporated herein:

   2.1. Solicitation, Attachment A
   2.1.A. Exhibit 1
   2.2. General Terms, Attachment B;
   2.3. Statewide Specific Terms Attachment C;
   2.4. Intentionally Omitted, Attachment D;
   2.5. Bid Portion, Attachment E and
   2.6. Intentionally Omitted, Attachment F.

3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

COUNTRY FORD-MERCURY, INC.

By: Cameron Colter (Feb 3, 2021 13:28 CST)

Name: CAMERON COLTER

Title: FLEET MANAGER

Date: 02/03/2021

ATTACHMENT A

SOLICITATION NO. 0900000469

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

This Contract is for vehicles to be provided on an as-needed basis.

Oklahoma has over 100 executive agencies in 77 counties and over 500 municipal government Affiliates. The Contract is awarded for the Supplier to provide for the purchase of vehicles, warranty work, and replacement parts.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Contract Specifications

Contract specifications are set forth below as Exhibit 1.

EXHIBIT 1

1. **Responsibilities**
   - **A.** Supplier must provide the most current model of vehicles, to be available for the entire model year of production.
   - **B.** All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.
   - **C.** Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for the duration of the Contract period.
   - **D.** Supplier shall provide a percentage discount off of the MSRP for any optional equipment for which pricing has not been provided, aftermarket options, and the labor rate per hour to install the optional equipment.
   - **E.** All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
   - **F.** Pricing shall only be adjusted at the time of model year changes.
   - **G.** All actual "build out" schedules must be submitted by the Supplier as it is made aware of them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
   - **H.** Any requested changes to the model year vehicles offered by the Supplier must be submitted to the Contracting Officer within 30 days of the requested start date of the change. Changes include pricing and specification changes from one model year to the next.
   - **I.** As new model year vehicles become available, the Supplier shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer's percentage of increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change and revised pricing shall not be retroactive. New model year vehicles cannot be offered without approval from the Contracting Officer.
   - **J.** If there is a model year change over the course of the Contract period, the Supplier must send a written request for approval of the change to the Contracting Officer. The Contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of a Contract Addendum.
   - **K.** If during the Contract period there is a model year change by the Original Equipment Manufacturer (OEM) or additional costs are incurred by the Supplier from a third-party, the Supplier must send a written request for approval of the change to the Contracting Officer. The request for a price increase or decrease must include a copy of the OEM's official notice or other evidence that the increase or decrease is applicable to all customers.
   - **L.** All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.
   - **M.** Vehicles that remain in the Supplier's possession overnight or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Customer-owned equipment in the Supplier's possession.
   - **N.** The Supplier must provide any training opportunities available to the Customer.
   - **O.** The Supplier must maintain a website detailing all current models available under the Contract.

2. **Licensing**
   Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder

certifies by submission of a Bid that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Bid. It is the Supplier's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by the State. If Supplier does not maintain current licensing, the Contract may be immediately terminated, upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

3. **Warranty**
   - **A.** The Supplier agrees the products purchased under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State by any other clause of this Contract.
   - **B.** The Supplier warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
   - **C.** All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. All work performed not meeting such specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Customer.
   - **D.** The Supplier shall furnish a copy of the warranty applicable for the product. All product warranties shall start on the date of acceptance.
   - **E.** The Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Customer.
   - **F.** The Supplier shall correct ordering errors without further cost to the Customer.
   - **G.** A copy of the warranty shall be included for replacement parts purchased.
   - **H.** All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
   - **I.** Warranty repair facilities must be identified in each pricing sheet.

4. **Insurance**
   - **A.** The Supplier shall maintain insurance coverage at all times during the entire term of this contract. The following types of risks shall be covered in the Supplier's policy:
     - **i.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover Supplier's employees as required by the State.
     - **ii.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
     - **iii.** Commercial Automobile Insurance, hired and non-owned.
     - **iv.** Garage Keepers Liability Insurance.
     - **v.** Commercial Property Coverage

5. **Quality of Parts**
   - **A.** Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
   - **B.** After market repair parts must be equal to, or exceed OEM specifications.
   - **C.** Repair parts must be packaged and distributed under the respective nationally known name brands.
   - **D.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

E. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.

F. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

6. Ordering

A. No minimum orders are required under this Contract.

B. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.

C. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.

D. Purchase cards will not be an acceptable form of payment under this Contract.

7. Delivery

A. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.

B. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.

C. The Customer must provide specific delivery instructions to the Supplier.

D. Delivery on parts must be made within 30 days of order.

E. All vehicles shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list.

F. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.

8. Leasing

A. The Supplier may provide vehicle leasing under this Contract. State agencies are not authorized to lease vehicles without prior approval by the Oklahoma Bond Oversight Committee.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

1.1 Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.

1.2 At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.

1.3 If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

1.4 The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

A. any Addendum;

B. any applicable Solicitation;

C. any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;

D. the terms contained in this Contract Document;

E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;

F. any statement of work, work order, or other similar ordering document as applicable; and

G. other mutually agreed Contract Documents.

2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 **Addendum** means a mutually executed, written modification to a Contract Document.

4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.

4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.

4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.

4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.

4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.

4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.

4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.

4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.

4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

4.14 **OAC** means the Oklahoma Administrative Code.

4.15 **OMES** means the Office of Management and Enterprise Services.

4.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.

4.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.

4.18 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.

4.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.

4.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

4.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

5.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

5.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

5.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

6.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to

perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.

B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

C. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.

E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

F. Supplier shall have no right of setoff.

G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

H. Intentionally Omitted.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than $5,000,000 per occurrence;

C. Automobile Liability Insurance with limits of liability of not less than $5,000,000 combined single limit each accident;

D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than $5,000,000 per occurrence;

E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits $5,000,000 per occurrence; and

F. Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the

Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

C. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;

D. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;

E. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);

G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;

H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at **www.dhs.gov/E-Verify**;

I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and

J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

9.5 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

9.6 As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

9.7 The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.

9.8 Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.

9.10 If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

10.1 As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

10.2 The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

10.3 Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

11.1 The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

11.2 Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.

11.3 Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

11.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.

11.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

A. Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

B. To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.

C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

17.1 Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier’s performance or obligations under the Contract; (ii) Supplier’s material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:
State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:
Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq*. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.

B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.

C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.

D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.

E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

1.1 The Contract is a mandatory contract.

1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.

2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.

2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

i. Electronic submission in Microsoft Excel format to **strategic.sourcing@omes.ok.gov**;

ii. Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;

iii. Submission no later than forty-five (45) days following the end of each calendar quarter;

iv. Contract quarterly reporting periods shall be as follows:

a. January 01 through March 31;

b. April 01 through June 30;

c. July 01 through September 30; and

d. October 01 through December 31.

v. Reports must include the following information:

a. Procuring entity;
b. Order date;
c. Purchase Order number or note that the Acquisition was paid by Purchase Card;
d. City in which products or services were received or specific office or subdivision title;
e. Product manufacturer or type of service;
f. Manufacturer item number, if applicable;
g. Product description;

h. General product category, if applicable;
i. Quantity;
j. Unit list price or MSRP, as applicable;
k. Unit price charged to the purchasing entity; and
l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
Will Rogers Building
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT E

Current Supplier pricing is available on the Statewide Contract 0035 webpage. Please reach out to the Contracting Officer if there are any questions.

City of Broken Arrow

Request for Action

File #: 25-1357, **Version:** 1

Broken Arrow City Council
Meeting of: 10/07/2025

Title:
Approval of and authorization to purchase two hundred (200) tons of raw Portland cement for project ST24270 (209th East Avenue from 101st Street to 111th Street) from Ash Grove

Background:
The Streets and Stormwater Department has budgeted to reconstruct the roadway on South 209th East Avenue. As part of the project City crews will be performing soil stabilization of the road base. The process recommended by the geotechnical consultant includes mixing dry cement to the existing asphalt milling and soil for strength. Staff reached out to multiple vendors and contractors to find suppliers of the cement material. Only two (2) vendors were located in the metro area and quotes were received from both vendors. However, only one vendor, Ash Grove, was able to provide delivery and application service of the cement. The City of Broken Arrow does not currently have the equipment needed to haul the cement.

Therefore, staff recommends procuring 200 tons of Portland cement material from Ash Grove as the delivery and application makes Ash Grove the most advantageous quote.

Cost:	$74,000
Funding Source:	Street Sales Tax Fund 343
Requested By:	Tim Wilson, Director of Streets and Stormwater
Approved By:	City Manager's Office
Attachments:	Quote from Ash Grove; quote from Central Plains Cement

Recommendation:
Approve and authorize the purchase of two hundred (200) tons of raw Portland cement for project ST24270 (209th East Avenue from 101st Street to 111th Street) from Ash Grove.

Smith, Zachary

From: Farmer, Kenneth
Sent: Tuesday, September 16, 2025 1:14 PM
To: Wilson, Timothy; Smith, Zachary
Subject: Fw: Soil Stabilization material quote

Here you go

Get Outlook for iOS

From: Chris Williams <chris.williams@ashgrove.com>
Sent: Tuesday, September 16, 2025 1:10:54 PM
To: Farmer, Kenneth <kfarmer@brokenarrowok.gov>; Reinke, David <DEReinke@brokenarrowok.gov>
Subject: Soil Stabilization material quote

Some people who received this message don't often get email from chris.williams@ashgrove.com. Learn why this is important

CAUTION! This email originated from outside of the City of Broken Arrow network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David and Ken,

Thank you for requesting a quote for soil stabilization materials from Ash Grove Cement. The pricing for type 1L Portland limestone cement and Precalcined CKD is below.

Ash Grove type 1L Portland Limestone cement:
$165.00 per ton FOB our Owasso, OK terminal
$205.00 per ton delivered and spread in dry bulk pneumatic trailers to Broken Arrow

Ash Grove Precalcined CKD (Cement Kiln Dust):
$120.00 per ton delivered and spread in dry bulk pneumatic trailers to Broken Arrow

The delivered price quotes are based on a 25 ton minimum freight charge per load. These prices do NOT include sales tax. I would need a copy of the sales tax exemption when the material is ordered.

Let me know if you have any questions or if there is anything else you need.

Thank you,

Chris Williams

Senior Market Manager
Ash Grove Cement (A CRH Company)
Mobile: (479)719-4081

Email: chris.williams@ashgrove.com

Central Plains Cement Company

Project:	City Street, City of Broken Arrow, Oklahoma
Location:	101st and 209th, Broken Arrow, Oklahoma
Project Type:	Contract
Quote Date:	9/15/2025
Completion date:	12/31/2025
Plant/Terminal:	Tulsa, Oklahoma

Product	Sales Price	Quantity
GU -1157 Portland Cement – 2025 CY	$154/ton FOB	250 tons

Terms

Product: ASTM GU-1157 Portland Cement – FOB the plant Tulsa, Oklahoma

Quote: Is based on Product Availability

Terms: See attached

Tax will be charged unless a valid exemption certificate is on file for above specified location

Acceptance **30 days from date of this quotation**

Comments: Prices are good through 12/31/2025

Freight: Responsibility of Contractor – Price Quote is FOB the Cement Plant Tulsa

Prepared By: Dave Rylance
(816) 812-8316
Email: drylance@centralplainscement.com

City of Broken Arrow

Request for Action

File #: 25-1369, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Award of the most advantageous bid No. 26.109 to rebuild the Crawford C-1000P Incinerator to Burnz-Well Inc. for the Broken Arrow Animal Shelter

Background:
The Broken Arrow Animal Shelter requested that the Purchasing Division solicit bids to rebuild the Crawford C -1000P Incinerator. Bids were sent to five vendors, and four responses were received. Of these, two vendors submitted formal quotes while two declined to provide pricing. Bids were opened on September 16, 2025.

The primary difference between the bids is whether the stacks must be removed during the rebuild. Burnz-Well states that stack removal is required to properly access the draft inducer and complete a full rebuild, while Bryant Crematory indicates their method does not require this step. Based on staff's review and past experience, omitting stack removal may result in incomplete or substandard work and could risk future reliability of the unit. Burnz-Well has serviced this equipment for several years and has demonstrated detailed knowledge of its configuration.

City staff recommends awarding Bid #26.109 to Burnz-Well, Inc. as the most advantageous bid to ensure the rebuild is completed correctly and reliably.

Cost: $149,078.00
Funding Source: Project# 2630250 - 3443009 - 5701500

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Bid Tabulation 26.109, Burnz-Well Inc Bid Doc's

Recommendation:
Award of the most advantageous bid No. 26.109 to rebuild the Crawford C-1000P Incinerator to Burnz-Well Inc. for the Broken Arrow Animal Shelter

BIDDERS NAME: Burnz-Well Inc.

ATTACHMENT A - PRICING SUMMARY

RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

Description of Work	Lump Sum Price	Notes/Exceptions (if any)
Complete Rebuild per Specifications (Sections A–E)	$ 149,078.00	

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

BIDDERS NAME: Burnz-Well Inc.

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number: 26.109 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: Clint Roach

Date: 9/01/2025

Company Name: Burnz-Well Inc.

Address: 33218 Walnut Creek Rd

Magnolia	Texas	77355
City	State	Zip Code

Email: croach@burnz-well.com

X _____ Official Title: Sr. Project Coordinator

Please print or type name clearly: Clint Roach

Telephone: 281-356-1211 Fax Number: _____

Federal Tax ID Number: 47-3055949

Subscribed and sworn to before me this 8th day of September 2025

My Commission Expires: _____

MARLEE FREEMAN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/22/28
NOTARY ID 1074497-4

Notary Public (or Clerk or Judge)

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

BIDDERS NAME: Burnz-Well Inc.

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.

Customer Name: City of Edmond

Telephone: 405-216-7616

Contact Name: Kenny Stevenson Title: Animal Services Supervisor

Address: 2424 Old Timbers Dr.

Edmond OK 73083

City State Zip Code

Email Address: kenny.stevenson@edmondok.com

Customer Name: Midwest City

Telephone: 405-739-1402

Contact Name: Trent Holt Title: Animal Control Manager

Address: 8485 E. Reno Ave.

Midwest City OK 73110

City State Zip Code

Email Address: tholt@MidwestCityok.org

Customer Name: City of Kingfisher

Telephone: 405-375-4674

Contact Name: Quinton Cline Title: Animal Control

Address: 301 N. Main St.

Kingfisher OK 73750

City State Zip Code

Email Address: qcline@kingfisher.org

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

BIDDERS NAME: Burnz-Well Inc.

ATTACHMENT D - INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Montgomery

Clint Roach, 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

Subscribed and sworn to before me this 8th day of September 2025

My Commission Expires

MARLEE FREEMAN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/22/28
NOTARY ID 1074497-4

Notary Public (or Clerk or Judge)

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

BIDDERS NAME: Burnz-Well Inc.

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Montgomery

Clint Roach, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Burnz-Well 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 8Th day of September 2025

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

MARLEE FREEMAN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/22/28
NOTARY ID 10744874

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

BROKEN ARROW
WHERE OPPORTUNITY LIVES

Bid 26.109 - Crawford C-1000P Incinerator Rebuild	Bidder 1	Bidder 2
Description: This will be a time and materials agreement for the Crawford C-1000P incinerator Rebuild. The awarded vendor will provide labor, materials, and equipment necessary to perform work as specified in this solicitation. Pricing shall be based on an hourly labor rate for service technicians, along with material costs as needed. Payment will be made based on actual work performed, subject to inspection and approval to ensure compliance with applicable codes and project specifications.	**Bryant Crematory Services, LLC**	**Burnz-Well Inc.**
Notary Public Commission Expires	**10/29/2028**	**11/22/28**
Complete Rebuild per Specifications (Sections A-E)	$78,040.32	$149,078.00
Price Summary - Rates and Charges	**$78,040.32**	**$149,078.00**

Bid 26.109 - Crawford C-1000P Incinerator Rebuild
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to 5 Vendors with 4 Vendors responding (2 declined).
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze _____ **Date:** 9/24/2025 _____

Ryan Baze, General Services Director

City of Broken Arrow

Request for Action

File #: 25-1334, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:

Approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction Inc., a construction contract for the Portland Cement Concrete Street Repairs Project

Background:
To assist the Streets and Stormwater Department in their street maintenance program, the Engineering and Construction Department advertised for an "nonencumbered" contract.For portland cement concrete Street Repairs within the corporate limits of the City of Broken Arrow. The work includes: removal and replacement/repairs of portland cement concrete streets, curb & gutter, sidewalks, driveways, ADA access ramps, manhole and water valve adjustments, and other miscellaneous concrete repairs at various locations throughout the City, at the unit price bid for each repair item. This contract will be for one year (i.e., 365 days) from date of award. Upon mutual agreement by the City and the CONTRACTOR, this contract may be renewed for another year, up to two total renewals, at the same unit prices.

The project was advertised on September 2 and September 9, 2025. Bids were open on September 23, 2025 with one (1) bid received, which was responsive. A certified bid tabulation is attached. The bid submitted were composed of thirty-eight (38) pay items to form the total base bid. The lowest responsible bidder Cherokee Pride Construction Inc. with a total bid of $671,750. The total engineer's estimate for this project was $548,875.

Cost:	$671,750
Funding Source:	Various Funding Sources
Requested By:	Charlie Bright, Director of Engineering and Construction
Approved By:	City Manager's Office
Attachments:	Certified Bid Tabulation

Recommendation:
Approve and authorize award to the lowest responsible bidder, Cherokee Pride Construction Inc., a construction contract for the Portland Cement Concrete Street Repairs Project.

BID TABULATION
Portland Cement Concrete Street Repairs Project
BID NO. 25.175, QUESTCDN NO. 9848310
BID OPENING 09/23/2025 02:00 PM CDT

					Engineer Estimate		Cherokee Pride Construction Inc./ Sapulpa, Ok	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
101	SP-9	REMOVE AND REPLACE P.C. CONCRETE STREET SECTION (10SY)	SY	1100	$85.00	$93,500.00	$95.00	$104,500.00
102	SP-10	REMOVE AND REPLACE P.C. CONCRETE BARRIER CURB AND GUTTER	LF	1500	$30.00	$45,000.00	$40.00	$60,000.00
103	SP-10	REMOVE AND REPLACE P.C. CONCRETE MOUNTABLE CURB AND GUTTER	LF	25	$30.00	$750.00	$30.00	$750.00
104	SP-11	REMOVE AND REPLACE P.C. CONCRETE SIDEWALK	SY	1000	$75.00	$75,000.00	$85.00	$85,000.00
105	SP-12	REMOVE AND REPLACE P.C.CONCRETE DRIVEWAY (HIGH-EARLY STRENGTH)	SY	300	$80.00	$24,000.00	$100.00	$30,000.00
106	SP-13	REMOVE AND REPLACE CURB RAMP (TYPE A) WITH ADA TACTILE WARNING SYSTEM	EA	25	$1,850.00	$46,250.00	$2,000.00	$50,000.00
107	SP-14	REMOVE AND REPLACE CURB RAMP (TYPE B) WITH ADA TACTILE WARNING SYSTEM	EA	25	$1,600.00	$40,000.00	$1,850.00	$46,250.00
108	SP 14	REMOVE AND REPLACE PRECAST CONCRETE INLET HOODS	EA	1	$3,000.00	$3,000.00	$4,000.00	$4,000.00
109	SP 15	SAWING PAVEMENT(10" OR LESS)	LF	20	$10.00	$200.00	$15.00	$300.00
110	SP 16	FORMED BARRIER CURB AND GUTTER (50FT OR LESS IN LENGTH)	LF	35	$30.00	$1,050.00	$35.00	$1,225.00
111	SP 16	FORMED MOUNTABLE CURB AND GUTTER(50FT OR LESS IN LENGTH)	LF	15	$30.00	$450.00	$30.00	$450.00
112	SP 16	FORMED BARRIER CURB AND GUTTER (MORE THAN 50' IN LEGHTH)	LF	75	$25.00	$1,875.00	$35.00	$2,625.00
113	SP 16	FORMED MOUNTABLE CURB AND GUTTER (MORE THAN 50' IN LENGTH)	LF	100	$25.00	$2,500.00	$25.00	$2,500.00
114	SP 16	SLIP FORMED BARRIER CURB AND GUTTER (1000LF OR MORE)	LF	1500	$13.00	$19,500.00	$12.00	$18,000.00
115	SP 16	SLIP FORMED MOUNTABLE CURB AND GUTTER (1000LF OR MORE)	LF	1500	$10.00	$15,000.00	$10.00	$15,000.00
116	SP 17	FURNISH AND INSTALL SEGMENTAL RETAINING WALL 4' HIGH OR LESS (LESS THAN 200 S	SF	100	$35.00	$3,500.00	$40.00	$4,000.00
117	SP 17	FURNISH AND INSTALL SEGMENTAL RETAINING WALL 4' HIGH OR LESS (MORE THAN 200	SF	250	$30.00	$7,500.00	$40.00	$10,000.00
118	SP 18	FORMED CONCRETE SIDEWALK (LESS THAN 200FT IN LENGTH) IN PLACE	SY	100	$70.00	$7,000.00	$85.00	$8,500.00
119	SP 18	FORMED CONCRETE SIDEWALK (MORE THAN 200FT IN LENGTH) IN PLACE	SY	500	$70.00	$35,000.00	$80.00	$40,000.00
120	SP 19	INSTALL CURB RAMP (TYPE A) WITH ADA TACTILE WARNING SYSTEM	EA	25	$1,500.00	$37,500.00	$1,850.00	$46,250.00
121	SP 19	INSTALL CURB RAMP (TYPE B) WITH ADA TACTILE WARNING SYSTEM	EA	25	$1,200.00	$30,000.00	$1,850.00	$46,250.00
122	SP 20	FLOWABLE FILL INSTALLED	CY	5	$200.00	$1,000.00	$250.00	$1,250.00
123	SP 21	PATTERNED CONCRETE SIDEWALKS (COLORED)	SY	50	$200.00	$10,000.00	$200.00	$10,000.00
124	SP 22	MISCELLANEOUS CONCRETE	CY	20	$800.00	$16,000.00	$1,000.00	$20,000.00
125	SP 23	ADJUST VALVE BOX TO GRADE (INCLUDING CONCRETE COLLARS LESS THAN 4")	EA	10	$250.00	$2,500.00	$500.00	$5,000.00
126	SP 24	ADJUST MANHOLES TO GRADE (INCLUDING CONCRETE COLLARS LESS THAN 4")	EA	10	$250.00	$2,500.00	$2,000.00	$20,000.00
127	SP 25	ADJUST INLETS TO GRADE	EA	10	$750.00	$7,500.00	$1,500.00	$15,000.00
128	SP 26	MISCELLANEOUS REINFORCING STEEL	LB	1000	$2.00	$2,000.00	$3.00	$3,000.00
129	SP 27	SOLID SLAB SODDING	SY	1000	$4.00	$4,000.00	$5.00	$5,000.00
130	SP 28	15" CORRUGATED POLYETHYLENE DRAINAGE CONDUIT, IN PLACE	LF	20	$75.00	$1,500.00	$75.00	$1,500.00
131	SP 29	18" CORRUGATED POLYETHYLENE DRAINAGE CONDUIT, IN PLACE	LF	20	$85.00	$1,700.00	$80.00	$1,600.00
132	SP 30	15" STEEL DRAINAGE CONDUIT END SECTION, IN PLACE	EA	2	$750.00	$1,500.00	$750.00	$1,500.00
133	SP 31	18" STEEL DRAINAGE CONDUIT END SECTION, IN PLACE	EA	2	$850.00	$1,700.00	$850.00	$1,700.00
134	SP 32	SUBGRADE METHOD B	SY	200	$4.00	$800.00	$6.00	$1,200.00
135	SP 33	SEPARATOR FABRIC	SY	150	$4.00	$600.00	$6.00	$900.00
136	SP 34	AGGREGATE BASE TYPE A	CY	50	$65.00	$3,250.00	$80.00	$4,000.00
137	SP-45	UNCLASSIFIED EXCAVATION	CY	50	$25.00	$1,250.00	$40.00	$2,000.00
138	SP-45	UNCLASSIFIED BORROW / FILL	CY	50	$50.00	$2,500.00	$50.00	$2,500.00
		Totals				$548,875.00		$671,750.00

I certify that this is a true and correct Tabulation of Bids received at 1:45 pm on September 23, 2025. This document does not imply that the contract will be awarded to any particular bidder. The City reserves the right to accept or reject any and all bids.

Eric Cabrera
Transportation Project Manager

City of Broken Arrow

Request for Action

File #: 25-1333, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction Inc., a construction contract for the Ridgeway Heights Residential Streets Concrete Panel Replacement, a project located northeast of Kenosha Street and Midway Road (Project No. ST24080)

Background:
The Engineering and Construction Department staff worked with a design consultant to prepare design plans for residential street rehabilitation within the Ridgeway Heights I, II and III subdivisions. The plans were completed and consist of residential street repair, of approximately 10,300 square yards of full depth concrete pavement removal and replacement as well as approximately 1,400 square yards of concrete pavement patching. Additional miscellaneous work also included are replacement of approximately: 460 lineal feet curb and gutter, 200 square yards of portland cement concrete sidewalk and 120 square yard of portland cement concrete driveway improvements.

The project was advertised on August 25 and September 1, 2025. Bids were opened on September 16, 2025 with three (3) bids received, all of which being responsive. A certified bid tabulation is attached. The bids submitted were composed of thirteen (13) pay items to form the total base bid. The lowest responsible bidder Cherokee Pride Construction Inc. with a total bid of $1,321,566. The total engineer's estimate for this project was $1,385,899.

Cost:	$1,321,566.00
Funding Source:	2018 GO Bond Proposition 1
Requested By:	Charlie Bright, Director of Engineering and Construction
Approved By:	City Manager's Office
Attachments:	Certified Bid Tabulation

Recommendation:
Approve and authorize award to the lowest responsible bidder, Cherokee Pride Construction Inc., a construction contract for the Ridgeway Heights Streets Concrete Panel Replacement project (Project No. ST24080)

BID TABULATION
RIDGEWAY HEIGHTS RESIDENTIAL STREETS
PROJECT NO. ST24080, BID NO. 26.103, QUESTCDN NO. 9836052
BID OPENING 09/16/2025 02:00 PM CDT

					Engineer Estimate		Cherokee Pride Construction Inc./ Sapulpa, Ok		DIVERSIFIED CIVIL CONTRACTORS LLC		GRADE LINE CONSTRUCTION, LLC	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
101	SP 9.0	REMOVE AND REPLACE P.C. CONCRETE STREET SECTION	Sq Yd	10,293.00	$90.00	$926,370.00	$90.00	$926,370.00	$100.00	$1,029,300.00	$101.50	$1,044,739.50
102	SP 9.0	REMOVE AND REPLACE P.C. CONCRETE STREET SECTION (PATCH)	Sq Yd	1,401.00	$145.00	$203,145.00	$125.00	$175,125.00	$125.00	$175,125.00	$140.00	$196,140.00
103	SP 10.0	REMOVE AND REPLACE P.C. CONCRETE CURB AND GUTTER (6" MOUNTABLE)	Ln Ft	455.00	$35.00	$15,925.00	$35.00	$15,925.00	$38.00	$17,290.00	$50.00	$22,750.00
104	SP 11.0	REMOVE AND REPLACE P.C. CONCRETE SIDEWALK	Sq Yd	194.00	$85.00	$16,490.00	$85.00	$16,490.00	$84.00	$16,296.00	$105.00	$20,370.00
105	SP 12.0	REMOVE AND REPLACE 6" P.C. CONCRETE DRIVEWAY (6" H.E.S.)	Sq Yd	120.00	$125.00	$15,000.00	$100.00	$12,000.00	$100.00	$12,000.00	$120.00	$14,400.00
106	SP 13.0	REMOVE AND REPLACE CURB RAMP(COBA TYPE 'D')	Ea	7.00	$2,500.00	$17,500.00	$2,500.00	$17,500.00	$1,200.00	$8,400.00	$1,950.00	$13,650.00
107	SP 19.0	INSTALL CURB RAMP (COBA TYPE 'D')	Ea	5.00	$1,750.00	$8,750.00	$2,000.00	$10,000.00	$1,000.00	$5,000.00	$1,750.00	$8,750.00
108	SP 27.0	SOLID SLAB SODDING	Sq Yd	152.00	$7.50	$1,140.00	$10.00	$1,520.00	$9.00	$1,368.00	$10.00	$1,520.00
109	SP 34.0	AGGREGATE BASE TYPE A	Cu Yd	50.00	$85.00	$4,250.00	$75.00	$3,750.00	$75.00	$3,750.00	$65.00	$3,250.00
110	SP 39.0	MOBILIZATION	LS	1.00	$90,000.00	$90,000.00	$50,000.00	$50,000.00	$60,000.00	$60,000.00	$101,750.00	$101,750.00
111	SP 47.0	CRACK & JOINT CLEANING AND SEALING (P.C. CONCRETE PAVEMENT)	Ln Ft	19,594.00	$3.50	$68,579.00	$4.00	$78,376.00	$6.00	$117,564.00	$3.00	$58,782.00
112	220	SWPPP DOCUMENT AND MANAGEMENT	LSUM	1.00	$15,000.00	$15,000.00	$10,000.00	$10,000.00	$2,700.00	$2,700.00	$15,000.00	$15,000.00
113	SPECIAL	PROJECT SIGN	Ea	3.00	$1,250.00	$3,750.00	$1,500.00	$4,500.00	$2,400.00	$7,200.00	$800.00	$2,400.00
		TOTALS				$1,385,899.00		$1,321,556.00		$1,455,993.00		$1,503,501.50

I certify that this is a true and correct Tabulation of Bids received at 145pm on September 16, 2025. This document does not imply that the contract will be awarded to any particular bidder. The City reserves the right to accept or reject any and all bids.

Eric Cabrera
Transportation Project Manager

City of Broken Arrow

Request for Action

File #: 25-1332, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to award the lowest responsible bid to Cherokee Pride Construction Inc., and approve the execution of a construction contract for the Bristol Ponds Stormwater Improvements Project (SW25080)

Background:
This project is to mitigate erosion along a city owned drainage channel and along a private detention pond in Reserve H in the Bristol Ponds Subdivision. The project was advertised on August 26th, 2025 and September 2nd, 2025. Three (3) bids were received on September 16th, 2025. The lowest bidder was Cherokee Pride Construction Inc. for $86,786.00. The engineer's estimate for the project was $154,861.50.

Cost:	$86,786.00
Funding Source:	2018 General Obligation Bond
Requested By:	Charlie Bright, P.E., Director of Engineering and Construction
Approved By:	City Manager's Office
Attachments:	20250917-BristolPondsCertifiedBidTab-SW25080

Recommendation:
Award the lowest responsible bid to Cherokee Pride Construction, Inc. and approve and authorize execution of a construction contract for the Bristol Ponds Stormwater Improvements Project (SW25080)

Bristol Ponds Stormwater Improvements (#9833986)													
Owner: Broken Arrow, City of													
Solicitor: Broken Arrow, City of													
09/16/2025 01:45 PM CDT													
						Engineer Estimate		Cherokee Pride Construction Inc./ Sapulpa, ok		Ground Level, LLC		Stronghand LLC	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	1	201(A)	CLEARING AND GRUBBING	LSUM	1	$20,000.00	$20,000.00	$1,000.00	$1,000.00	$6,500.00	$6,500.00	$9,331.59	$9,331.59
	2	202(H)	EARTHWORK	LSUM	1	$18,662.50	$18,662.50	$20,000.00	$20,000.00	$30,500.00	$30,500.00	$59,506.48	$59,506.48
	3	205(A)	TYPE A SALVAGED TOPSOIL	LSUM	1	$20,000.00	$20,000.00	$2,000.00	$2,000.00	$8,000.00	$8,000.00	$7,325.04	$7,325.04
	4	221(B)	TEMPORARY SILT FENCE	LF	1346	$4.50	$6,057.00	$1.00	$1,346.00	$5.50	$7,403.00	$2.90	$3,903.40
	5	221(E)	TEMPORARY SILT DIKE	LF	210	$22.00	$4,620.00	$10.00	$2,100.00	$25.00	$5,250.00	$8.28	$1,738.80
	6	230(A)	SOLID SLAB SODDING	SY	1640	$4.00	$6,560.00	$5.00	$8,200.00	$5.00	$8,200.00	$5.90	$9,676.00
	7	242	STABILIZED CONSTRUCTION EXIT	EA	1	$4,500.00	$4,500.00	$500.00	$500.00	$4,000.00	$4,000.00	$1,102.50	$1,102.50
	8	601(B)	TYPE I-A PLAIN RIP-RAP (12" THICK) W/ FILTER BLANKET	TON	36	$150.00	$5,400.00	$500.00	$18,000.00	$375.00	$13,500.00	$345.43	$12,435.48
	9	613(Z)	DEWATERING	DAY	15	$1,400.00	$21,000.00	$200.00	$3,000.00	$1,560.00	$23,400.00	$1,594.45	$23,916.75
	10	641	MOBILIZATION	LSUM	1	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$30,000.00	$30,000.00	$46,565.11	$46,565.11
	11	642(B)	CONSTRUCTION STAKING LEVEL II	LSUM	1	$8,000.00	$8,000.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$2,756.25	$2,756.25
BASE BID TOTAL:							**$139,799.50**		**$73,146.00**		**$139,753.00**		**$178,257.40**
	12	202(H)	EARTHWORK	LSUM	1	$3,000.00	$3,000.00	$2,000.00	$2,000.00	$4,800.00	$4,800.00	$2,707.07	$2,707.07
	13	205(A)	TYPE A-SALVAGED TOPSOIL	LSUM	1	$2,000.00	$2,000.00	$500.00	$500.00	$1,500.00	$1,500.00	$732.52	$732.52
	14	230(A)	SOLID SLAB SODDING	SY	228	$4.00	$912.00	$5.00	$1,140.00	$5.00	$1,140.00	$7.02	$1,600.56
	15	509(A)	CLASS AA CONCRETE + REINFORCEMENT	Cu Yd	3	$3,000.00	$9,000.00	$3,000.00	$9,000.00	$2,000.00	$6,000.00	$990.62	$2,971.86
	16	601(B)	TYPE I-A PLAIN RIPRAP (12" THICK) WITH FILTER BLANKET	TON	1	$150.00	$150.00	$1,000.00	$1,000.00	$500.00	$500.00	$345.43	$345.43
ADD ALTERNATE NO. 1 TOTAL:							**$15,062.00**		**$13,640.00**		**$13,940.00**		**$8,357.44**
BASE BID + ADD. ALTERNATE NO. 1 TOTAL:							**$154,861.50**		**$86,786.00**		**$153,693.00**		**$186,614.84**

I Certify that this is a true and correct Tabulation of Bids Received at 1:45pm on September 16th, 2025. This Document does not imply that the contract will be awarded to any particular bidder. The City of Broken Arrow reserves the right to accept or reject any and all bids.

Sarah Walters, P.E., CFM
Stormwater Project Manager

City of Broken Arrow

Request for Action

File #: 25-1336, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to award to the lowest bidder, Grade Line Construction, LLC, a construction contract for the Wedgewood Residential Streets Concrete Panel Replacement, a project located south of West Houston Street and east of South Aspen Avenue (Project No. ST22100)

Background:
The Engineering and Construction staff worked with a design consultant to prepare design plans for residential street rehabilitation within the Wedgewood II, III, and IV subdivisions. The plans were completed and consist of residential street repair, of approximately 4,000 square yards of full depth concrete pavement removal and replacement as well as approximately 780 square yards of concrete pavement patching. Additional miscellaneous work also included are replacement of approximately: 1,275 lineal feet curb and gutter, 45 square yards of portland cement concrete sidewalk, 12,900 lineal feet of concrete crack and joint cleaning and sealing and 75 square yards of portland cement concrete driveway improvements. The contract time for the project shall be one hundred twenty (120) days.

The project was advertised on September 8 and September 15, 2025. Bids were open on September 30, 2025 with four (4) bids received, all of which being responsive. A certified bid tabulation is attached. The bids submitted were composed of seventeen (17) pay items to form the total base bid. The lowest responsible bidder was Grade Line Construction, LLC with a total bid of $739,127.40. The total engineer's estimate for this project was $832,247.00.

Cost:	$739,127.40
Funding Source:	2018 GO Bond Proposition 1
Requested By:	Charlie Bright, Director of Engineering and Construction
Approved By:	City Manager's Office
Attachments:	Certified Bid Tabulation

Recommendation:
Approve and authorize award to the lowest responsible bidder, Grade Line Construction, LLC, a construction contract for the Wedgewood Residential Streets Concrete Panel Replacement project (Project No.ST22100).

BID TABULATION

Wedgewood Residential Streets Concrete Panel Replacment Project ST22100

BID NO. 26.115, QUESTCDN NO. 9867436

BID OPENING 09/30/2025 02:00 PM CDT

					Engineer Estimate		Grade Line Construction, LLC		Diversified Civil Contractors, LLC		Scissor Tail Construction		Gober Construction LLC - Tulsa, OK	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
101	SP 9.0	REMOVE AND REPLACE P.C. CONCRETE STREET SECTION	SY	3982	$110.00	$438,020.00	$95.00	$378,290.00	$101.00	$402,182.00	$116.15	$462,509.30	$125.00	$497,750.00
102	SP 9.0	REMOVE AND REPLACE P.C. CONCRETE STREET SECTION (PATCH)	SY	771	$165.00	$127,215.00	$130.00	$100,230.00	$128.00	$98,688.00	$116.15	$89,551.65	$210.00	$161,910.00
103	SP 10.0	REMOVE AND REPLACE P.C. CONCRETE CURB AND GUTTER(6" BARRIER))	LF	1273	$35.00	$44,555.00	$38.00	$48,374.00	$39.00	$49,647.00	$35.00	$44,555.00	$65.00	$82,745.00
104	SP 11.0	REMOVE AND REPLACE P.C. CONCRETE SIDEWALK	SY	41	$85.00	$3,485.00	$85.00	$3,485.00	$110.00	$4,510.00	$105.75	$4,335.75	$210.00	$8,610.00
105	SP 12.0	REMOVE AND REPLACE 6" P.C.CONCRETE DRIVEWAY (6"H.E.S.)	SY	72	$125.00	$9,000.00	$115.00	$8,280.00	$115.00	$8,280.00	$116.15	$8,362.80	$185.00	$13,320.00
106	SP 20.0	FLOWABLE FILL	CY	14	$200.00	$2,800.00	$120.00	$1,680.00	$225.00	$3,150.00	$300.00	$4,200.00	$250.00	$3,500.00
107	SP 23.0	ADJUST VALVE BOX TO GRADE (INCLUDING CONCRETE COLLARS)	EA	2	$850.00	$1,700.00	$500.00	$1,000.00	$900.00	$1,800.00	$3,500.00	$7,000.00	$6,500.00	$13,000.00
108	SP 24.0	ADJUST MANHOLE TO GRADE (INCLUDING CONCRETE COLLARS)	EA	1	$1,800.00	$1,800.00	$1,650.00	$1,650.00	$1,500.00	$1,500.00	$3,500.00	$3,500.00	$5,500.00	$5,500.00
109	SP 27.0	SOLID SLAB SODDING	SY	501	$7.00	$3,507.00	$6.00	$3,006.00	$8.00	$4,008.00	$5.00	$2,505.00	$10.00	$5,010.00
110	SP 34.0	AGGREGATE BASE TYPE A	CY	50	$75.00	$3,750.00	$120.00	$6,000.00	$55.00	$2,750.00	$100.00	$5,000.00	$150.00	$7,500.00
111	SP 39.0	MOBILIZATION	LSUM	1	$63,250.00	$63,250.00	$62,500.00	$62,500.00	$54,000.00	$54,000.00	$51,500.00	$51,500.00	$8,500.00	$8,500.00
112	SP 47.0	CRACK / JOINT CLEANING AND SEALING(P.C. CONCRETE PAVEMENT)	LF	12833	$5.00	$64,165.00	$2.80	$35,932.40	$4.00	$51,332.00	$1.45	$18,607.85	$10.00	$128,330.00
113	220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	$15,000.00	$15,000.00	$10,000.00	$10,000.00	$5,500.00	$5,500.00	$6,500.00	$6,500.00	$5,000.00	$5,000.00
114	611(G)	CICI DESIGN 2, COMPLETE IN PLACE	EA	5	$4,500.00	$22,500.00	$7,700.00	$38,500.00	$6,500.00	$32,500.00	$8,600.00	$43,000.00	$7,500.00	$37,500.00
115	611(G)	CICI DESIGN 2(B), COMPLETE IN PLACE	EA	2	$6,000.00	$12,000.00	$9,000.00	$18,000.00	$7,800.00	$15,600.00	$9,600.00	$19,200.00	$7,500.00	$15,000.00
116	SPECIAL	PROJECT SIGN	EA	3	$1,500.00	$4,500.00	$900.00	$2,700.00	$1,200.00	$3,600.00	$2,250.00	$6,750.00	$3,500.00	$10,500.00
117	SPECIAL	REMOVE AND REPLACE TRAFFIC CALMING DEVICE (SPEED HUMP)	EA	3	$5,000.00	$15,000.00	$6,500.00	$19,500.00	$6,500.00	$19,500.00	$2,750.00	$8,250.00	$8,000.00	$24,000.00
		Totals				$832,247.00		$739,127.40		$758,547.00		$785,327.35		$1,027,675.00

I certify that this is a true and correct Tabulation of Bids received at 1:45 pm on September 30, 2025. This document does not imply that the contract will be awarded to any particular bidder. The City reserves the right to accept or reject any and all bids.

Eric Cabrera
Transportation Project Manager

City of Broken Arrow

Request for Action

File #: 25-1397, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to execute Change Order No. 5 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 #5 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:	$102,146.86
This Change Order(s):	$29,027.00
Total Cost of Change Orders:	$131,173.86
Original Contract Amount:	$1,700,314.98
Revised Contract Amount:	$1,831,488.84
Percent Change in Contract:	7.71%
Applicable to Comp. Bid Act:	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:
Approve and authorize execution of Change Order No. 5 with Ascend Commercial Builders for the Broken Arrow Public Works Field Office Project (2217090)

CITY OF BROKEN ARROW
Where opportunity lives

Public Contract Application for Contractual Changes

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Contract Change Order #5

Project Name:	Public Works Field Office Renovations	Project Number:	2217090
Project Location:	2301 S. 1st Pl	Date of Application:	Monday, September 29, 2025
Contractor:	Ascend Builders LLC	Submitted By:	Koby Haddock

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) This change order is for final reconciliation of contract. Per Change Order #4, it was entered in incorrectly. The amount taken from contract was to remain in contract but be used for additional contingency work as needed. The amount of $29,027.00 was substracted from the contract price. This change order is to add it back to the contract price.

2)

Change in Contractual Project Time:

1)
2)

Plan Sheets or Additional Documents Attached: ☑ Yes ☑ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		Adding back $29,027.00 that was incorrectly removed from contract.	LS	$ 29,027.00	1	$ 29,027.00
						$ -

Total Change Cost: $ 29,027.00

Summary of Project Costs

Total Previous Change Orders:	$ 102,146.86	Original Contract Amount:	$ 1,700,314.98
Current Change Order:	$ 29,027.00	Amended Contract Amount:	$ 1,831,488.54
Total Cost of Change Orders:	$ 131,173.86	Percent Change in Contract:	7.71%
Total Cost Applicable to CBA:	$ 131,173.86	Percent Change Applicable to CBA:	7.71%

Change Order Authorization

Change Order # 5 in the sum of: $ 29,027.00 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:		Travis Ohnemus	9/29/2025
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	9/30/2025
Director of Engineering & Construction:	Charlie Bright, PE	Shannon Marshall	9/30/2025
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	9/30/2025
City Manager:	Michael Spurgeon		

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 #: 25-1382, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to execute the Change Order No. 1 with Cherokee Pride Construction, Inc. for the Brentwood Drainage Improvements (2453170)

Background:
The Brentwood Drainage Improvements project was to improve the drainage by installing inlets in the street. This project also allowed the road to drain.

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

- Additional quantity of concrete placement (Bid Item No 6). This is a quantity overrun that increased the overall cost of the contract.

- There is a 0 day change in contract time.

The total cost for Change Order #1 amounts to $6,210.00

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0.00
This Change Order(s):	$6,2100.00
Total Cost of Change Orders:	$6,210.00
Original Contract Amount:	$72,650.00
Revised Contract Amount:	$78,860.00
Percent Change in Contract:	8.55%
Applicable to Comp. Bid Act:	0%

Cost: $6,210.00
Funding Source: 2018 GO Bond and Street Sales Tax
Requested By: Charlie Bright, PE, Director of Engineering and Construction
Approved By: City Manager's Office
Attachments: Brentwood Drainage Improvements Change Order 1

Recommendation:
Approve and authorize execution of Change Order No. 1 with Cherokee Pride Construction, Inc. for the

Brentwood Drainage Improvements (2453170)

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract Application for Contractual Changes

Contract Change Order # 1

Project Name: Brentwood Drainage Improvements
Project Number: 2453170
PO Number: 22503162
Date of Application: Tuesday, September 16, 2025
Contractor: Cherokee Pride Construction, Inc.
Submitted By: Harlan Yocham

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) Additional Quantity of Concrete Placement (Bid Item No 6)
2)

Change in Contractual Project Time:

1)
2)

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
6		P.C. Concrete Pavement (Placement)(6")	SY	$ 50.00	124.2	$ 6,210.00
						$ -
						$ -
					Total Change Cost:	$ 6,210.00

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 72,650.00
Current Change Order:	$ 6,210.00	Amended Contract Amount:	$ 78,860.00
Total Cost of Change Orders:	$ 6,210.00	Percent Change in Contract:	8.55%
Total Cost Applicable to CBA:	$ -	Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 1 in the sum of: $ 6,210.00 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Harlan Yocham	Harlan Yocham	9/17/25
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	9/25/2025
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	9/26/2025
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	9/26/2025
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinance

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

City of Broken Arrow

Request for Action

File #: 25-1429, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to execute Change Order No. 3 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex Fire Department Annex Building project (191711)

Background:
The BAPSC Fire Department Annex Building project is to renovate the existing facility for the Fire Department. This project will add 7 Ambulance bays allowing for the quick resupply of all Ambulances throughout the City of Broken Arrow.

Change Order #3 addresses the following additions/deletions/changes to the contract:

- This order is for additional work outside the scope of the contract. The change order includes replacing existing sanitary plumbing replacing roof drain and plumbing, abatement of existing flooring and mastic, framing/gyp, electrical, and masonry repairs.
- The original change order amount is $131,089.54. With this change order, $13,987.05 from CO #2 will be moved to overrun line item #3 Demolition-Interior along with $20,041.50 from work included in CO #3 that will also be moved to this same line item. This will make the new cost applicable to the CBA as $125,558.61.
- There is a 30-day change in contract time.

The total cost for Change Order #3 amounts to $131,089.54

The additional cost associated with these changes is as follows:

Previous Change Orders:	$28,497.07
This Change Order(s):	$131,089.54
Total Cost of Change Orders:	$159,586.61
Original Contract Amount:	$939,153.28
Revised Contract Amount:	$1,089,739.89
Percent Change in Contract:	16.99%
Applicable to Comp. Bid Act:	13.37%

Cost: $131,089.54
Funding Source: 2018 GO Bond

Requested By: Charlie Bright, PE, Director of Engineering and Construction
Approved By: City Manager's Office
Attachments: BAPSC Fire Dept Annex Change Order 3

Recommendation:
Approve and authorize execution of Change Order No. 3 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex Fire Department Annex Building Project (191711)

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract Application for Contractual Changes

Contract Change Order #3

Project Name:	BAPSC Fire Dept. Annex Building Renovations	Project Number:	191711
PO Number:	22503344	Date of Application:	Monday, September 29, 2025
Contractor:	Scissor Tail Construction	Submitted By:	Mike Baxter

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) This change order is for additional work outside the scope of the contract. The change order includes replacing existing sanitary plumbing, replacing roof drain and plumbing, abatement of existing flooring and mastic, framing/Gyp, electrical, and masonry repairs.

2) The original change order amount is $131,089.54 With this change order, $13,987.05 from CO #2 will be moved to overrun line item #3 Demolition-Interior along with $20,041.50 from work included in CO #3 that will also be moved to this same line item. This will make the new cost applicable to the CBA as $125,558.61

Change in Contractual Project Time:

1) This work will add an additional 30 days to the contract.
2)

Plan Sheets or Additional Documents Attached: ☑ Yes ☐ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity		Total Amount
1		Roof patches, roof drain replacement, water heater vent, abatement of flooring, replacement of existing sanitary sewer, etc.	LS	$111,048.04	1	$	111,048.04
2		Moving funds out of CO #3 that also includes demo of concrete that is associated with the additional work on interior of building.	LS	$20,041.50	1	$	20,041.50

Total Change Cost: $ 131,089.54

Summary of Project Costs

Total Previous Change Orders:	$28,497.07	Original Contract Amount:	$939,153.28
Current Change Order:	$ 131,089.54	Amended Contract Amount:	$1,098,739.89
Total Cost of Change Orders:	$ 159,586.61	Percent Change in Contract:	16.99%
Total Cost Applicable to CBA:	$ 125,558.61	Percent Change Applicable to CBA:	13.37%

Change Order Authorization

Change Order # 3 in the sum of: $ 131,089.54 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Mike Baxter		9/30/25
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	9/30/2025
Director of Engineering & Construction:	Charlie Bright, PE	Shannon Marshall	9/30/2025
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	10/2/2025
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

City of Broken Arrow

Request for Action

File #: 25-1407, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to execute a construction variance for Eller & Detrich at the Adams Creek Town Center Development

Background:
The contractor request a variance of Section 16-12(a)(6) of the Broken Arrow Code of Ordinances to permit temporary construction activity noise outside of the hours of 7 a.m. and 10 p.m.

The subject property is part of the Adams Creek Town Center, located on East Hillside Drive, north and west of the northwest corner of E. Kenosha Street and County Line Road. The property owner has received the necessary permits the commence construction on the Property. The requested waiver is for purpose of pouring the concrete building slabs, which is highly dependent on weather and heat conditions. Additionally, significant weather delays have already occurred due to the particularly rainy summer. In order to ensure the project remains on schedule and the concrete can set properly, concrete will need to be poured in the early morning hours.

The contractor respectfully requests the Council grant the variance to waive the noise ordinance to permit concrete pouring to begin at 0400, Monday - Saturday from 9 October - 30 October 2025. If the necessary construction work is not completed within such time frame, one (1) day extensions may be administratively approved by the Director of Engineering & Construction for good cause shown, with a maximum of ten (10) such extensions permitted. Any additional extensions will require Council approval

Cost: $0

Funding Source: N/A
Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office
Attachments: Request for Council Waiver from Contractor

Recommendation:
Approval of and authorization to execute a construction variance for Eller & Detrich at the Adams Creek Town Center Development

Eller&Detrich
A Professional Corporation

Philip J. Eller
Kevin H. Wylie
R. Louis Reynolds
Daniel C. Cupps
Andrew A. Shank
Nathalie M. Cornett
Mac D. Finlayson
William C. Searcy
Natalie J. Marra
Bailey B. Betz

Of Counsel
Katherine Saunders, PLC
Jerry M. Snider
Shanann Pinkham Passley
Steven. P. Flowers
Donald L. Detrich, *Retired*

Telephone
(918) 747-8900

Toll Free
(866) 547-8900

Facsimile
(918) 747-2665

Email
NCornett@EllerDetrich.com

September 26, 2025

Re: Adams Creek Town Center Noise Waiver for Temporary Construction Activity

Dear City Councilors,

This letter serves as a request for a waiver of Section 16-12(a)(6) of the Broken Arrow Code of Ordinances to permit temporary construction activity noise outside of the hours of 7:00 a.m. and 10:00 p.m.

The subject property is part of the Adams Creek Town Center, located on East Hillside Drive, north and west of the northwest corner of E. Kenosha Street and County Line Road. The property owner has received the necessary permits to commence construction on the Property. The requested waiver is for the purpose of pouring the concrete building slabs, which is highly dependent on weather and heat conditions. Additionally, significant weather delays have already occurred due to the particularly rainy summer. In order to ensure the project remains on schedule and the concrete can set properly, concrete will need to be poured in the early morning hours.

Accordingly, we respectfully request the Council waive the noise ordinance to permit concrete pouring to begin at 4:00 a.m., Monday-Saturday, from October 9, 2025 through October 30, 2025. If the necessary construction work is not completed within such time frame, one (1) day extensions may be administratively approved by the Director of Engineering & Construction for good cause shown, with a maximum of ten (10) such extensions permitted. Any additional extensions will require Council approval.

Respectfully submitted,

ELLER & DETRICH
A Professional Corporation

Nathalie Cornett

Nathalie M. Cornett
Attorney for Parkes Development Group, LLC

City of Broken Arrow

Request for Action

File #: 25-1229, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to execute Resolution No. 1697, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 1.0 consisting of 8,333 square feet of permanent Right-of-Way and Acceptance of a Utility Easement for Parcel 1.1 consisting of 5,775 square feet of Utility Easement located at 10202 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Michael Graham McGee and Agnes Louise McGee, Trustees of the Michael and Agnes McGee Revocable Trust, dated May 9, 2019, the owner, for the 9th Street widening from New Orleans Street to Washington Street, Parcels 1.0 and 1.1 (Project No. ST23280)

Background:
The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Michael Graham McGee and Agnes Louise McGee, Trustees of the Michael and Agnes McGee Revocable Trust, dated May 9, 2019, the owner. Parcel 1.0 consists of 8,333 square feet of permanent Right-of-Way and Parcel 1.1 consist of 5,775 square feet of utility easement located at 10202 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma.

A copy of the General Warranty Deed and Utility Easement are attached.

Cost:	$0.00
Funding Source:	N/A
Requested By:	Charlie Bright, P.E., Director of Engineering and Construction
Approved By:	City Manager's Office
Attachments:	Resolution No. 1697 General Warranty Deed Utility Easement

Recommendation:
Approve and authorize execution of Resolution No. 1697

GENERAL WARRANTY DEED

THIS INDENTURE is made this 18 day of Aug, 2025, between **MICHAEL GRAHAM MCGEE and AGNES LOUISE MCGEE, Trustees of the MICHAEL AND AGNES MCGEE REVOCABLE TRUST**, dated May 9, 2019, party of the first part, and the **CITY OF BROKEN ARROW**, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

THE MICHAEL AND AGNES MCGEE
REVOCABLE TRUST, dated May 9, 2019

Michael Graham McGee, Trustee

Agnes Louise McGee, Trustee

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

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18 day of AUGUST, 2025, personally appeared MICHAEL GRAHAM MCGEE and AGNES LOUISE MCGEE, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

KAREN L. PAX
NOTARY PUBLIC
WAGONER COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 01003514
EXPIRES 04-11-2029

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR checked: 8/22/25
PROJECT: ST23280, 9th St Roadway Imp, New Orleans St-Washington St, Parcel No. 1, McGee Trust

PARCEL 1.0
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence a distance of 456.93 feet, on a bearing of S01°26'16"E (being the basis of bearings for this description) along the East line of said Northeast Quarter; thence a distance of 24.75 feet, on a bearing of S88°33'44"W to a point on the Westerly Present Right-of-Way line for S 9th Street, same being a point on a line 24.75 feet West of and parallel with the said East line, same being a point on the North line of the parent tract and the Point of Beginning; thence S01°26'16"E, along said Westerly Present Right-of-Way line and parallel to said East line, a distance of 329.99 feet to the Southeast corner of said parent tract; thence S88°33'44"W, along the South line of said parent tract, a distance of 25.25 feet to point on a line being 50.00 feet West of and parallel with said East line; thence N01°26'16"W, parallel with said Westerly Present Right-of-Way line and parallel with said East line, a distance of 329.99 feet to a point on the North line of said parent tract; thence N88°33'44"E, perpendicular to said East line and along the North line of said parent tract, a distance of 25.25 feet to the Point of Beginning.

Said parcel of land containing 8,333 square feet, or 0.19 acres more or less, and subject to all easements and Rights-of-Way of record.

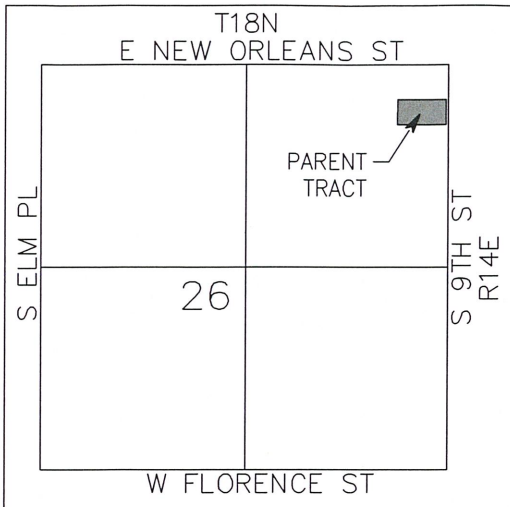
The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on May 21st, 2025.

SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real 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 21st day of May 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.

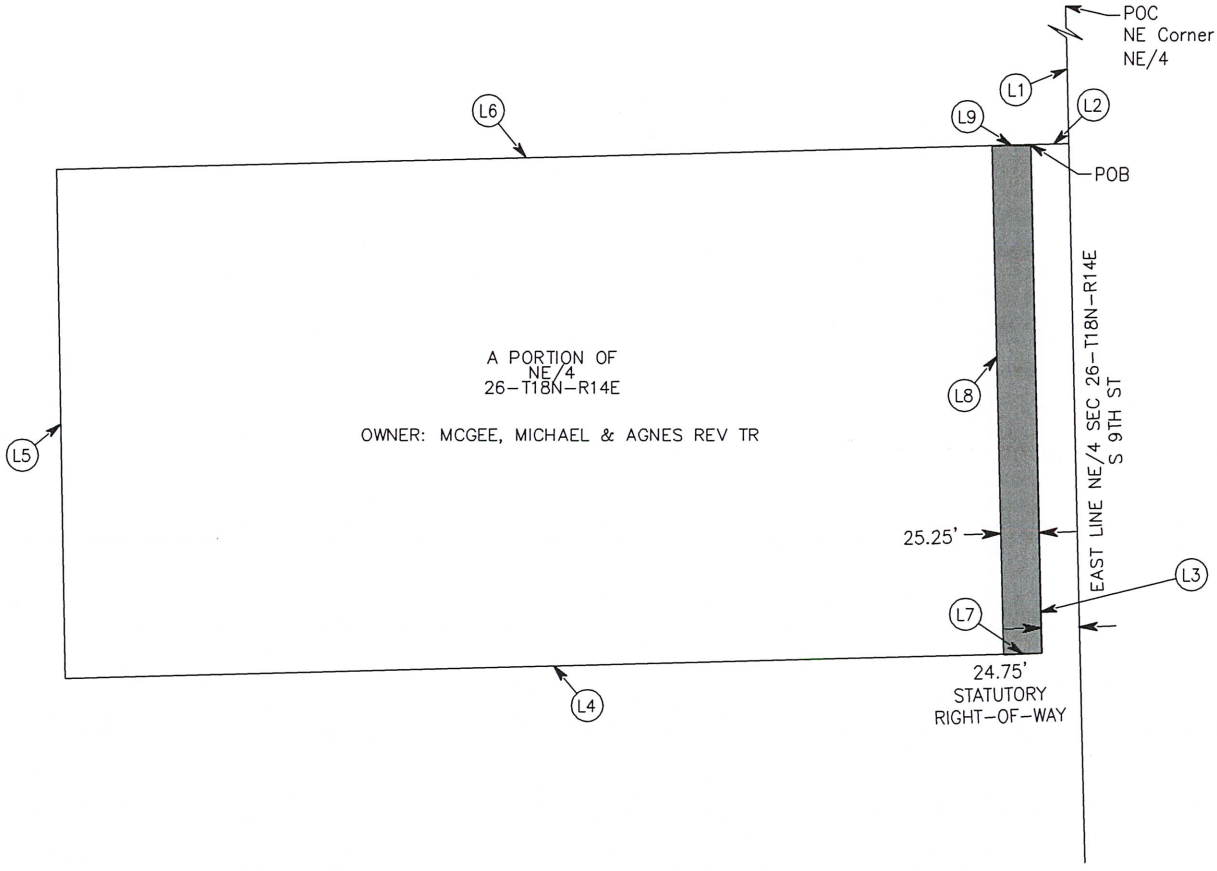


Parcel No.: 1.0 Right of Way
City Project No: ST23280

Tract Area	210,007	S.F.	4.82	Acres
Existing R/W	0	S.F.	0.00	Acres
Proposed R/W	8,333	S.F.	0.19	Acres
Rem in Tract	201,674	S.F.	4.63	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	0	S.F.	0.00	Acres

1"=120'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S01°26'16"E	456.93'	L6	N88°33'44"E	635.25'
L2	S88°33'44"W	24.75'	L7	S88°33'44"W	25.25'
L3	S01°26'16"E	329.99'	L8	N01°26'16"W	329.99'
L4	S88°33'44"W	637.55'	L9	N88°33'44"E	25.25'
L5	N01°02'22"W	330.00'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE EAST LINE OF THE NE/4 OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°26'16"E.

2. SEE PARCEL 1.0 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. 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.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

RESOLUTION NO. 1697

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 1.0 CONSISTING OF 8,333 SQUARE FEET OF PERMANENT RIGHT-OF-WAY LOCATED AT 10202 SOUTH LYNN LANE ROAD IN BROKEN ARROW, OKLAHOMA, IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, FROM MICHAEL GRAHAM MCGEE AND AGNES LOUISE MCGEE, TRUSTEES OF THE MICHAEL AND AGNES MCGEE REVOCABLE TRUST, DATED MAY 9, 2019, THE OWNER, FOR THE 9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET, PARCEL 1.0. (PROJECT NO. ST23280)

WHEREAS, the right-of-way acquisition for the 9th Street widening from New Orleans Street to Washington Street has been approved as General Obligation Bond 2018; and

WHEREAS, the owner of Parcel 1.0 consisting of 8,333 square feet of permanent Right-of-Way located at 10202 South Lynn Lane Road in Broken Arrow, Oklahoma has dedicated right-of-way in conformance with the requirements for the approval of a zoning change requested in application BAZ-1922; and

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

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 1.0 from Michael Graham McGee and Agnes Louise McGee, Trustees of the Michael and Agnes McGee Revocable Trust, dated May 9, 2019.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 7th day of October, 2025.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **MICHAEL GRAHAM MCGEE and AGNES LOUISE MCGEE, Trustees of the MICHAEL AND AGNES MCGEE REVOCABLE TRUST,** dated May 9, 2019, 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:

THE WEST 17.50 FEET OF THE EAST 67.50 FEET OF THE FOLLOWING TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 462 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NE/4 NE/4, THENCE WEST 660 FEET; THENCE SOUTH 330 FEET; THENCE EAST 660 FEET; THENCE NORTH 330 FEET TO THE POINT OF BEGINNING.

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 18 day of August, 2025.

THE MICHAEL AND AGNES MCGEE REVOCABLE TRUST, DATED MAY 9, 2019

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

Michael Graham McGee, Trustee

Agnes Louise McGee, Trustee

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18 day of August, 2025, personally appeared MICHAEL GRAHAM MCGEE and AGNES LOUISE MCGEE, Trustees of the MICHAEL AND AGNES MCGEE REVOCABLE TRUST, dated May 9, 2019, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

KAREN L. PAX
NOTARY PUBLIC
WAGONER COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 01003514
EXPIRES 04-11-2029

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR checked: 8/22/25
PROJECT: ST23280, 9th St Roadway Imp, New Orleans St-Washington St, Parcel No. 1.1, McGee Trust

City of Broken Arrow

Request for Action

File #: 25-1352, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of and authorization to execute Resolution No. 1706 a Resolution authorizing acceptance of a General Warranty Deed for Parcel 18.0, consisting of 1,977 square feet of permanent Right-of-Way located at 4153 South 209th East Avenue in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Aaron Villa for the 37th Street Roadway Widening from Omaha Street to Dearborn Street (Project No. ST21390)

Background:
The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Aaron Villa, the owner. Parcel 18.0 consists of 1,977 square feet of permanent Right-of-Way, in the Northeast Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, State of Oklahoma, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street (Project No. ST21390).

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed.

Payment of the compensation is on the October 7, 2025 City Council Claims List.

Cost:	$13,110.00
Funding Source:	2018 GO Bond
Requested By:	Charlie Bright, P.E., Director of Engineering and Construction
Approved By:	City Manager's Office
Attachments:	Resolution No. 1706
	Acceptance Letter
	Conditions and Request for Payment
	Affidavit
	General Warranty Deed

Recommendation:
Approve and authorize execution of Resolution No. 1706

RESOLUTION NO. 1706

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FROM AARON VILLA FOR PARCEL 18.0, WHICH CONSISTS OF 1,977 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 37TH STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET, LOCATED AT 4153 SOUTH 209TH EAST AVENUE IN BROKEN ARROW, OKLAHOMA IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA. (PROJECT NO. ST21390)

WHEREAS, the right-of-way acquisition for the 37th Street Roadway Widening from Omaha Street to Dearborn Street has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $13,110.00 to Aaron Villa, the property owner of Parcel 18.0, which consists of 1,977 square feet of Permanent Right of Way located at 4153 South 209th East Avenue in Broken Arrow, Oklahoma; and

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

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 18.0 from Aaron Villa.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 7th day of October, 2025.

_____

MAYOR

ATTEST:

_____

(seal) CITY CLERK

APPROVED AS TO FORM:

_____

ASSISTANT CITY ATTORNEY

September 16, 2025

AARON VILLA
4237 S 245 E AVE
BROKEN ARROW, OK 74014

RE: 37TH STREET ROADWAY WIDENING FROM OMAHA ST TO DEARBORN ST
PROJECT NO. ST21390 PROJECT PARCEL #: 18.0 REVISED OFFER LETTER

Mr. Villa:

Representatives of the Department of Engineering and Construction have kept me apprised of the discussions regarding the proposed easement acquisition of your property in relation to the proposed waterline extension project. After reviewing your response to the City's offer, I am prepared to make the following offer in accordance with your verbal request subject to City Council approval:

Permanent Right of Way: 0.05 Acres @ $71,000/Acre = $3,550
Improvements Acquired: Large trees 2 each x $300/each = $600
Proximity Damages: $8,960

Total Just Compensation Amount (Rounded) = $13,110

By your signature on this letter, you have accepted the City's offer of $13,110.00. 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:

Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 539.529.4970

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

By: Aaron Villa

MLS/ao
enc

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $13,110.00

Owner's Mailing Address: 4237 S 245th E AVE B.A. 74014

Owner Requests Check:

- [x] Mailed to above address
- [ ] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: Aaron Villa

Signature/Date:

Owner/s: _____ Date: 9-17-25

Agent: _____ Date: 9-17-25

Project: ST21390 37th Street Roadway Widening ~ Omaha St to Dearborn St
Parcel 18.0

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:_____
Aaron Villa

Villa's Painting and Remodeling, LLC

By:_____
Aaron Villa, Manager

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of September, 2025, personally appeared AARON VILLA, individually and as Manager of Villa's Painting and Remodeling, LLC, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

GENERAL WARRANTY DEED

THIS INDENTURE is made this 17th day of September, 2025, between **AARON VILLA, individually and as Manager of Villa's Painting and Remodeling, LLC,** party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **WAGONER**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Aaron Villa

Villa's Painting and Remodeling, LLC

By: _____
Aaron Villa, Manager

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

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of September 2025, personally appeared AARON VILLA, individually and as Manager of Villa's Painting and Remodeling, LLC,, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RSH Date: 9/19/25
Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St
Parcel 18.0

EXHIBIT A

PERMANENT RIGHT OF WAY
PARCEL NO. 18.0

LEGAL DESCRIPTION

A part of Lot 2 , Block 1, New Tulsa Estates Amended, a subdivision to Wagoner County, Oklahoma, and said part being more particularly described as follows;

Beginning at the northwest corner of said Lot 2,
thence along the grantor's north property line
North 88 degrees 47 minutes 50 seconds East a distance of 15.00 feet;
thence leaving said north property line
South 01 degrees 23 minutes 09 seconds East a distance of 118.78 feet;
thence South 28 degrees 36 minutes 51 seconds West a distance of 30.00 feet;
thence North 01 degrees 23 minutes 09 seconds West a distance of 144.81 feet
to the POINT OF BEGINNING (P.O.B.), containing 1,977 square feet or 0.05 acres.

Bearings based on the Oklahoma State Plane Grid North Zone.

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Paul Walla, Oklahoma PLS # 1903

LICENSED PROFESSIONAL LAND SURVEYOR
03/29/25
PAUL
WALLA
1903
OKLAHOMA

Paul Walla,
Professional Land Surveyor
Oklahoma PLS # 1903
McClelland Consulting Engineers, Inc.

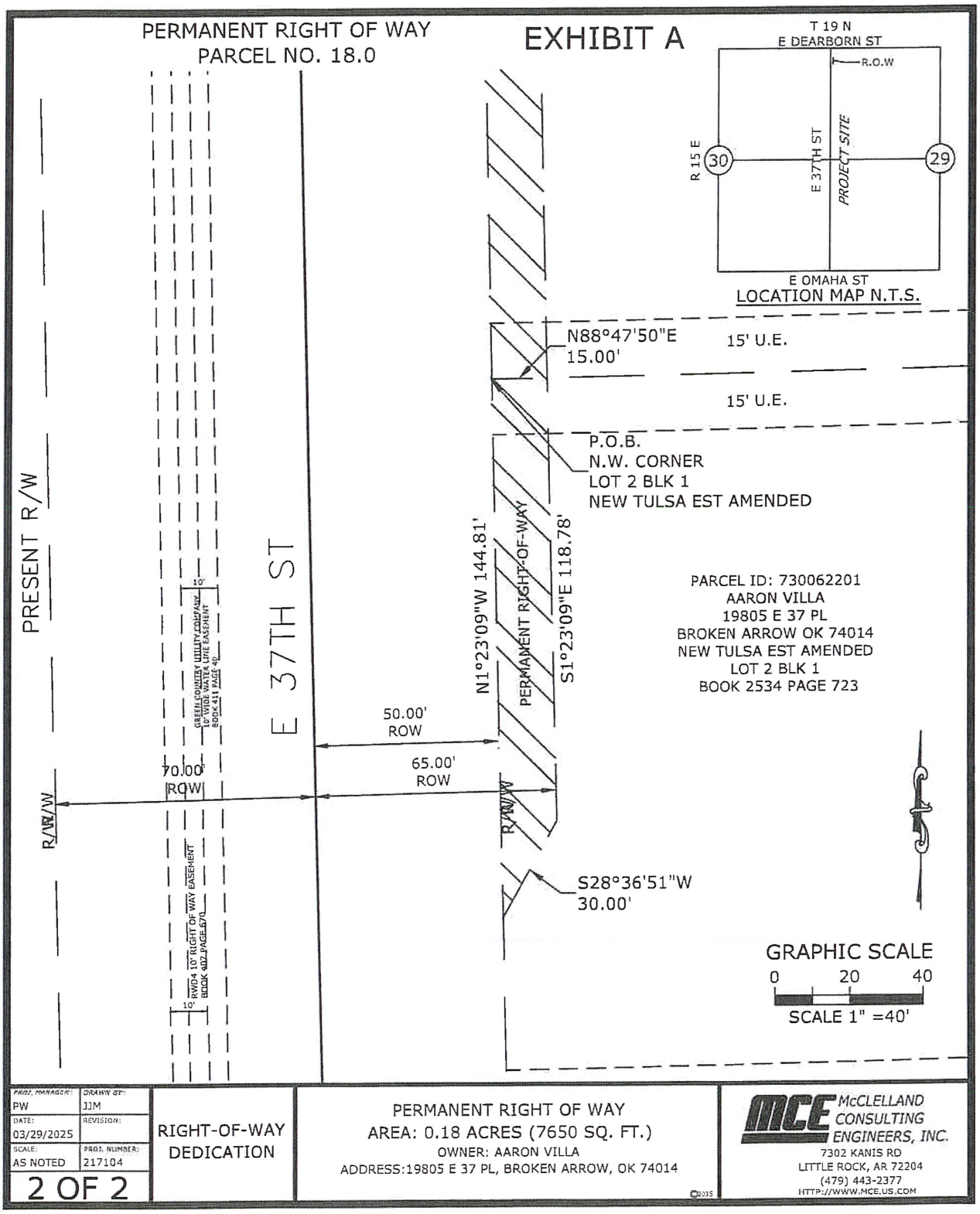
PROJ. MANAGER:	DRAWN BY:
PW	JJM
DATE:	REVISION:
03/29/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	217104
1 OF 2	

RIGHT-OF-WAY DEDICATION

PERMANENT RIGHT OF WAY
AREA: 0.18 ACRES (7650 SQ. FT.)
OWNER: AARON VILLA
ADDRESS:19805 E 37 PL, BROKEN ARROW, OK 74014

©2025

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM



PROJ. MANAGER:	DRAWN BY:
PW	JJM
DATE:	REVISION:
03/29/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	217104

2 OF 2

RIGHT-OF-WAY DEDICATION

PERMANENT RIGHT OF WAY
AREA: 0.18 ACRES (7650 SQ. FT.)
OWNER: AARON VILLA
ADDRESS:19805 E 37 PL, BROKEN ARROW, OK 74014

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM

City of Broken Arrow

Request for Action

File #: 25-1381, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of a modification to Section 5.1.a.1 of the Land Subdivision Code for 21141 E. 46th Street, 5 acres, 1 lot to 4 lots, RMH (Residential Mobile Home), one-half mile south of Dearborn Street (41st Street), one-quarter mile east of 37th Street (209th E. Avenue)

Background:
The property owner is splitting the property at 21141 E. 46th Street. The property is located one-half mile south of Dearborn Street (41st Street), one-quarter mile east of 37th Street (209th E. Avenue) and is currently unplatted.

Section 5.1.a.1 of the Land Subdivision Code states "Lot splits [are] non-exempt land divisions of platted or unplatted property resulting in the creation of no more than three (3) lots, including any remainders of the parent tract." The applicant is requesting the maximum number of lots be increased to four (4) lots for this property. This lot is zoned RMH (Residential Mobile Home), which requires 50'of lot frontage and a minimum lot size of 2000 square feet. All proposed lots meet the dimensional requirements of the RMH zoning district.

This item was heard by Planning Commission on September 25, 2025, where Planning Commission recommended approval (5-0). No one spoke on this item.

Cost:	$0
Funding Source:	None
Requested By:	Rocky Henkel, Director of Community Development
Approved By:	City Manager's Office
Attachments:	Planning Commission Staff Report
	Lot Split Case Map
	Lot Split Exhibit

Recommendation:
Approve a modification to Section 5.1.a.1 of the Land Subdivision Code for 21141 E. 46th Street per Planning Commission recommendation.

City of Broken Arrow

Request for Action

File #: 25-1363, **Version:** 1

Broken Arrow Planning Commission
09-25-2025

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	
	Approval of a modification to Section 5.1.a.1 of the Land Subdivision Code for 21141 E. 46th Street, 5 acres, 1 lot to 4 lots, one-half mile south of Dearborn Street (41st Street), one-quarter mile east of 37th Street (209 th E. Avenue)
Background:	
Applicant:	Dan Glowacki, DBA Earthworks
Owner:	Dan Glowacki
Developer:	Dan Glowacki, DBA Earthworks
Engineer:	-
Location:	Located one-half mile south of Dearborn Street (41st Street), one-quarter mile east of 37th Street (209th E. Avenue)
Size of Tract	5 acres
Number of Lots:	1 existing, 4 proposed
Present Zoning:	RMH (Residential Mobile Home)
Comp Plan:	Level 3 - Transition Area

The requested modification to Section 5.1.a.1 of the Land Subdivision Code involves a 5-acre parcel located one-half mile south of Dearborn Street, one-quarter mile east of 37th Street. Particularly, the address for this home is 21141 E. 46th Street, which is Lot 8, Block 5 of Sun City IV. The applicant submitted a lot split for four total lots for this property.

Section 5.1.a.1 of the Land Subdivision Code states “Lot splits, which are non-exempt land divisions of platted or unplatted property resulting in the creation of no more than three (3) lots, including any remainders of the parent tract.” The applicant is requesting the maximum number of lots be increased to four (4) lots.

This lot is zoned RMH (Residential Mobile Home), which requires 50’ of lot frontage and a minimum lot size of 2000 square feet. All proposed lots meet the dimensional requirements of the RMH zoning district.

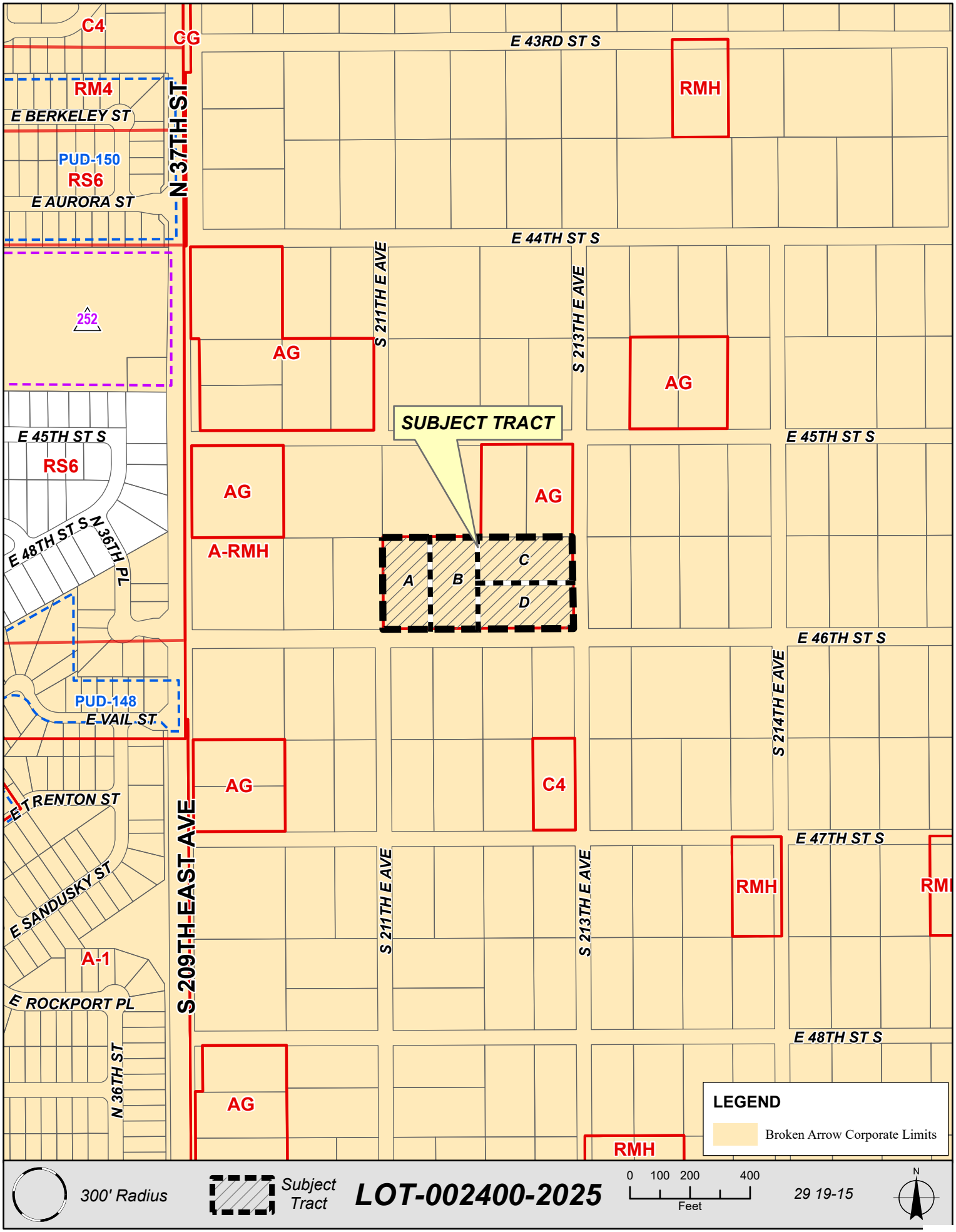
Attachments: Lot Split Case Map
Lot Split Exhibit

Recommendation:
Staff recommends that the Land Subdivision Code variance request for 21141 E. 46th Street be approved as presented.

Reviewed By: **Rocky Henkel**

Approved By: **Rocky Henkel**

MEH


C4
CG
E 43RD ST S
RMH
RM4
E BERKELEY ST
N 37TH ST
PUD-150
RS6
E AURORA ST
E 44TH ST S
S 211TH E AVE
S 213TH E AVE
252
AG
AG
SUBJECT TRACT
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E 45TH ST S
RS6
AG
AG
A-RMH
E 48TH ST S
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C4
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RMH
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S 213TH E AVE
E SANDUSKY ST
S 209TH EAST AVE
A-1
E ROCKPORT PL
E 48TH ST S
N 36TH ST
AG
RMH
LEGEND
Broken Arrow Corporate Limits
300' Radius
Subject Tract
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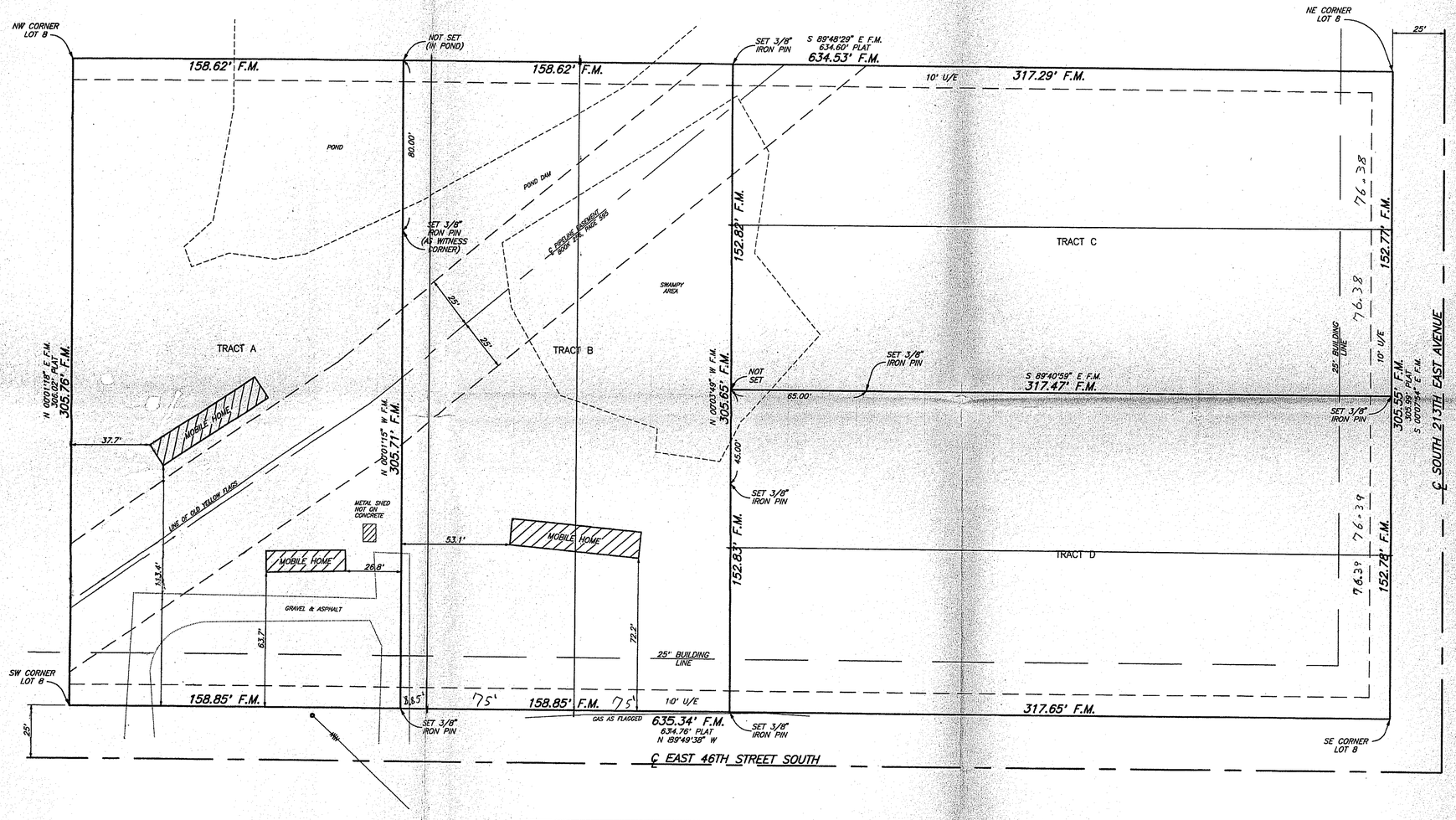
Feet
29 19-15
N



LEGAL DESCRIPTIONS

TRACT A:

THE WEST HALF (W/2) OF THE WEST HALF (W/2) OF LOT EIGHT (8), BLOCK FIVE (5), SUN CITY IV, AN ADDITION IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT B:

THE EAST HALF (E/2) OF THE WEST HALF (W/2) OF LOT EIGHT (8), BLOCK FIVE (5), SUN CITY IV, AN ADDITION IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT C:

THE NORTH HALF (N/2) OF THE EAST HALF (E/2) OF LOT EIGHT (8), BLOCK FIVE (5), SUN CITY IV, AN ADDITION IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT D:

THE SOUTH HALF (S/2) OF THE EAST HALF (E/2) OF LOT EIGHT (8), BLOCK FIVE (5), SUN CITY IV, AN ADDITION IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

0 30 60 90
1" =30'

R 15 E
EAST 41ST STREET SOUTH
SOUTH 209TH EAST AVENUE
29
SOUTH 225TH EAST AVENUE
T 19 N
EAST 51ST STREET SOUTH

LOCATION MAP

SCALE: 1" =2000'

LEGEND

- FENCE
- W/P METERING POINT
- B/E BURIED ELECTRIC & TELEPHONE CABLE EASEMENT (APPROXIMATE LOCATION)
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT

BEFORE YOU DIG, CALL OKIE FOR LOCATION OF UNDERGROUND UTILITIES. 1-800-522-6543

GENERAL NOTES

THE BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED PLAT OF SUN CITY IV.

THE PROPERTY DESCRIBED HEREON IS IN FLOOD ZONE 'X-UNSHADED', AS PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 400215 0014B, AS LAST REVISED 12/2/88.

NO CURRENT TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE WAS FURNISHED AT THE TIME OF SURVEY, THEREFORE, NO CERTIFICATION IS MADE THAT ALL EASEMENTS AND DEDICATIONS OR OTHER ENCUMBRANCES ARE SHOWN HEREON.

FOUND 3/8" IRON PINS AT ALL CORNERS UNLESS NOTED OTHERWISE.

FM = FIELD MEASURED COURSE.
PLAT = RECORDED PLAT COURSE.

INVOICE NO. STK 96-153

WHITE SURVEYING COMPANY
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

PLAT OF SURVEY

OF:

LOT EIGHT (8), BLOCK FIVE (5), SUN CITY IV, AN ADDITION IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

CERTIFICATE

WHITE SURVEYING COMPANY, AN OKLAHOMA CORPORATION, AND THE UNDERSIGNED, TOM A. HAYNES, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1052, DO HEREBY CERTIFY TO:

ROSEMARY GLOWACKI

WHITE SURVEYING COMPANY, AN OKLAHOMA CORPORATION, AND THE UNDERSIGNED, TOM A. HAYNES, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1052, UNDER CERTIFICATE OF AUTHORIZATION NO. CA1098, DO HEREBY STATE THAT IN OUR PROFESSIONAL OPINION THE ABOVE PLAT OF SURVEY IS AN ACCURATE REPRESENTATION OF A CAREFUL BOUNDARY SURVEY OF THE PROPERTY DESCRIBED HEREON, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION. WE FURTHER STATE THAT THE ABOVE AND FOREGOING PLAT OF SURVEY ACCURATELY SHOWS THE LOCATION OF THE BOUNDARY CORNERS AND THEIR MONUMENTATION, THE DIMENSIONS OF THE PROPERTY, THE LOCATIONS OF ALL BUILDINGS ON PERMANENT FOUNDATIONS, ALL RECORDED PLAT EASEMENTS AND BUILDING SETBACK LINES (IF APPLICABLE), AND ALL OTHER SUCH EASEMENTS WHICH HAVE BEEN DISCLOSED BY A CURRENT TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE AND COPIES THEREOF PROVIDED TO US PRIOR TO THE TIME OF THIS SURVEY; THAT UNDERGROUND OR ABOVE GROUND UTILITIES WERE NOT FIELD LOCATED AND THEREFORE ARE NOT SHOWN ON THIS PLAT OF SURVEY UNLESS SPECIFICALLY REQUESTED PRIOR TO THE TIME OF THIS SURVEY; THAT EXCEPT AS SHOWN, THERE ARE NO ENCROACHMENTS FROM ADJOINING PREMISES ONTO THE PROPERTY DESCRIBED HEREON OR ONTO ADJOINING PREMISES FROM THE PROPERTY DESCRIBED HEREON BY VISIBLE PERMANENT IMPROVEMENTS; AND THAT THIS PLAT OF SURVEY IS PREPARED SOLELY FOR THE PARTIES LISTED HEREON AS OF THIS DATE AND MAY NOT BE USED FOR ANY SUBSEQUENT LOAN CLOSING, REFINANCE, OR OTHER TRANSACTION.

WITNESS MY HAND AND SEAL THIS 3RD DAY OF APRIL, 1996

WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION
NO. CA1098

REGISTERED LAND SURVEYOR
TOM A. HAYNES
L.S.1052
OKLAHOMA

BY: TOM A. HAYNES, PRESIDENT
REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1052

REVISED 4/17/96

Copyright 1996 by White Surveying Company. All Rights reserved. No part of this plat may be reproduced, stored in a retrieval system or transmitted in any form without the prior written permission of White Surveying Company, P.O. Box 471675, Tulsa, Oklahoma.

S:\SUNCITY4

HORIZONTAL 30

City of Broken Arrow

Request for Action

File #: 25-1331, **Version:** 1

Broken Arrow City Council
10-07-2025

Title:
Approval of BAZ-002232-2025 (Rezoning), 2001 Angus Drive, approximately 0.76 acres, RS (Single Family Residential) to ON (Office Neighborhood), located south of the southeast corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road)

Background:

BAZ-002232-2025 is a request to rezone approximately 0.76 acres from RS (Single Family Residential) to ON (Office Neighborhood) for 2001 Angus Drive, a proposed office neighborhood development. This property is located south of the southeast corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road).

The subject property is Comprehensive Plan Level 2, which supports rezoning to ON (Office Neighborhood) if the property in question abuts an arterial street or is an expansion of an existing ON development, and no traffic from the ON area shall utilize roads that pass through a single-family residential area prior to reaching the arterial street. The subject property does abut County Line Road as their arterial connection, and any driveway on the property will need to access County Line Road directly so that no traffic will pass through a single-family residential area to access the property.

Access to the development will be from County Line Road. No access will be allowed from Angus Drive.

During the meeting held September 11, 2025, the Planning Commission recommended approval (4-1) of BAZ-2232-2025 per Staff recommendation. Staff recommended that this item be approved and that platting be waived. During the public comment period one resident signed up to speak in favor of this item.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Planning Commission Staff Report
Case Map
Aerial Image
Comprehensive Plan

Recommendation:
Approve BAZ-002232-2025 per Planning Commission and Staff recommendation.

City of Broken Arrow

Request for Action

File #: 25-1321, **Version:** 1

Broken Arrow Planning Commission
09-11-2025

To:	**Chair and Commission Members**
From:	**Community Development Department**
Title:	
	Public hearing, consideration, and possible action regarding BAZ-002232-2025 (Rezoning), 2001 Angus Drive, 0.76 acres, RS (Single Family Residential), located south of the southeast corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road)
Background:	
Applicant:	Farrah Fulps, Pennington & Associates
Owner:	Mona Stanford, Stanford Outdoors LLC
Developer:	N/A
Engineer:	N/A
Location:	South of the southeast corner of Kenosha Street and County Line Road
Size of Tract	0.76 acres
Number of Lots:	1
Present Zoning:	RS (Single Family Residential)
Proposed Zoning:	ON (Office Neighborhood)
Comp Plan:	Level 2 (Urban Residential)

BAZ-002232-2025 is a request to change the zoning designation on 0.76 acres from RS (Single Family Residential) to ON (Office Neighborhood). The property is located south of the southeast corner of Kenosha Street (71st Street) and 23rd Street (County Line Road), and is currently platted as part of Lot 1, Block 2 of Angus Acres.

The subject property is Comprehensive Plan Level 2, which supports rezoning to ON (Office Neighborhood) if the property in question abuts an arterial street or is an expansion of an existing ON development, and no traffic from the ON area shall utilize roads that pass through a single-family residential area prior to reaching the arterial street. The subject property does abut County Line Road as their arterial connection, and any driveway on the property will need to access County Line Road directly so that no traffic will pass through a single-family residential area to access the property.

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 2	CN	Bank
East	Level 2	RS	Single-Family Residential
South	Level 2	RS	Single-Family Residential
West	Level 6	CH/PUD-84	Retail, minor vehicle service and repair

According to FEMA's National Flood Hazard Layer, none of the property is located in the 100-year floodplain.

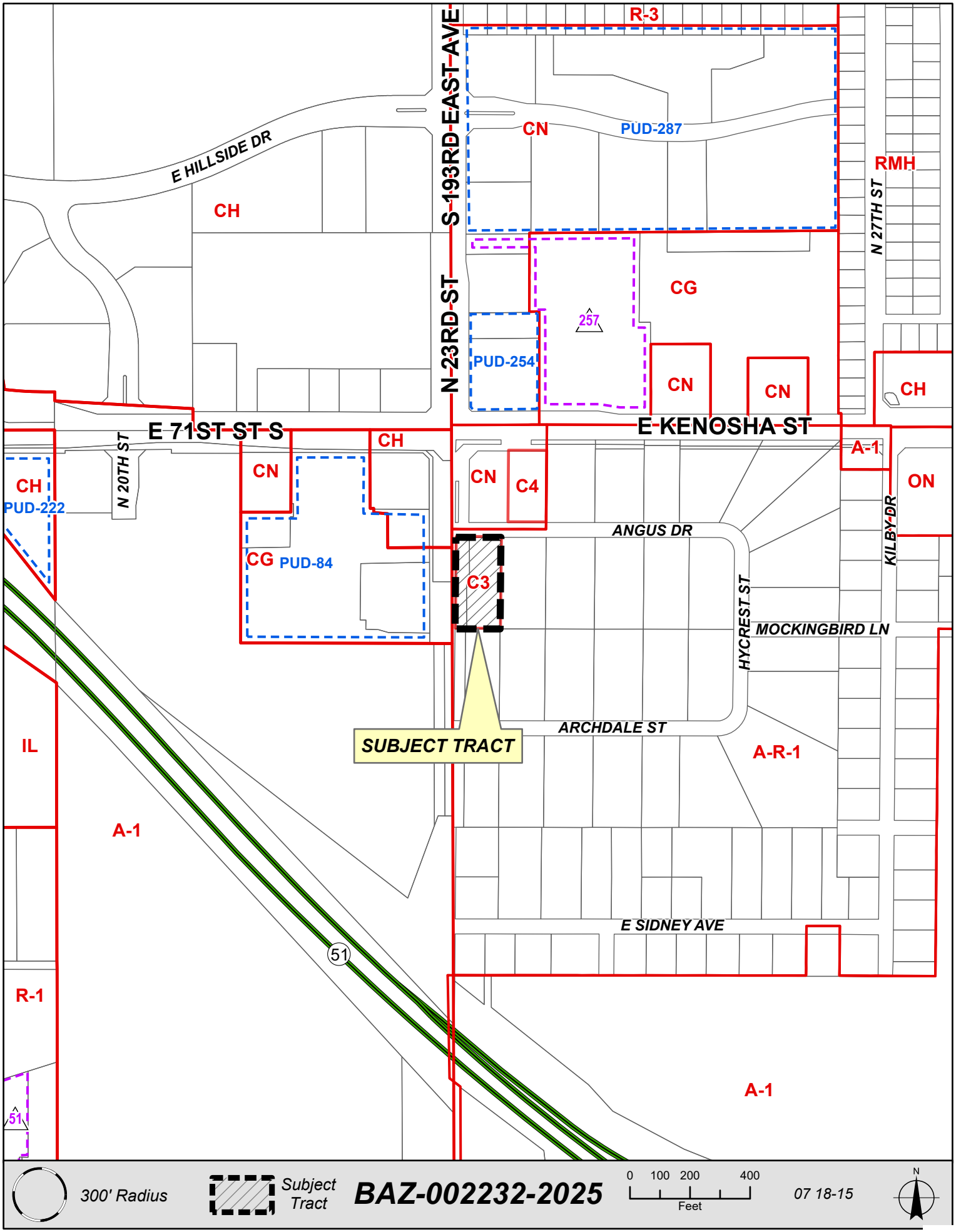
Attachments: Case Map
Aerial

Recommendation:
Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002232-2025 be approved, and that platting be waived.

Reviewed by: Rocky Henkel

Approved by: Rocky Henkel

MEH


R-3
S-193RD-EAST-AVE
CN
PUD-287
RMH
E HILLSIDE DR
CH
N 27TH ST
CG
257
N-23RD-ST
PUD-254
CN
CN
CH
E 71ST ST S
E KENOSHA ST
CH
A-1
N 20TH ST
CN
CN
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PUD-222
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MOCKINGBIRD LN
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E SIDNEY AVE
51
R-1
A-1
51
300' Radius
Subject Tract
BAZ-002232-2025
0 100 200 400
Feet
07 18-15
N

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

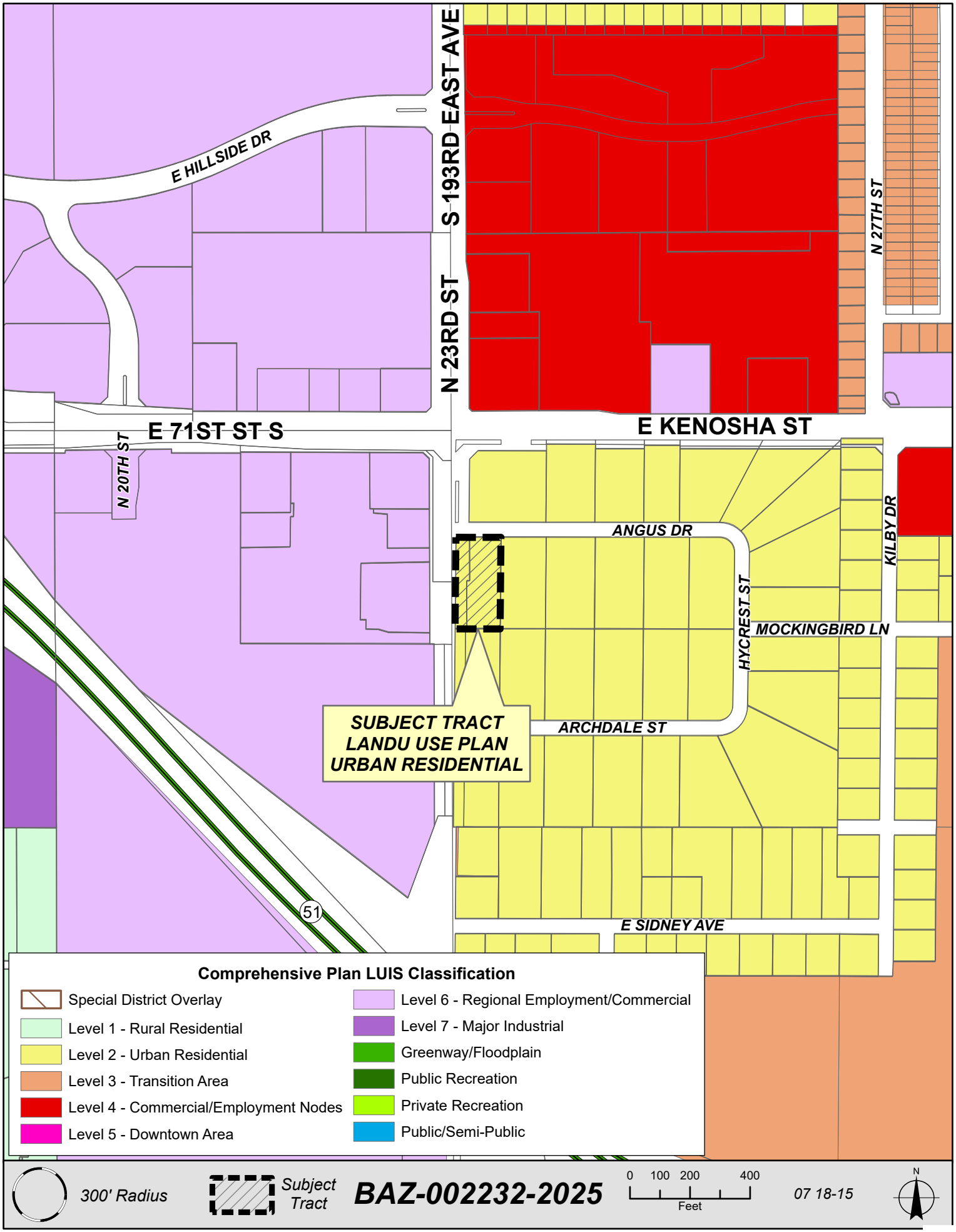
Subject Tract

BAZ-002232-2025

0 100 200 400
Feet

07 18-15

N


E HILLSIDE DR
S 193RD EAST AVE
N 23RD ST
N 27TH ST
E 71ST ST S
E KENOSHA ST
N 20TH ST
ANGUS DR
KILBY DR
HYCREST ST
MOCKINGBIRD LN
ARCHDALE ST
SUBJECT TRACT
LANDU USE PLAN
URBAN RESIDENTIAL
51
E SIDNEY AVE
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-002232-2025
0 100 200 400
Feet
07 18-15
N

City of Broken Arrow

Request for Action

File #: 25-1378, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:

Approval of COMP-002347-2025 (Comprehensive Plan Change), SWC Kenosha & Oneta, 7.5 acres, Level 4 to Level 6, located at the southwest corner of Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)

Background:
COMP-002347-2025 is a request to change the Comprehensive Plan designation from Level 4 to Level 6 on approximately 7.5 acres which is currently unplatted. The property is located at the southwest corner of Kenosha Street (71st Street) and Oneta Road (241st Street). The majority of this property was rezoned from AG (Agricultural) to CG (Commercial General) on June 12, 1980 via BAZ-755, with the remaining portion being rezoned from AG to CG on February 6, 2024 via BAZ-001210-2023.

The applicant is requesting this change to the comprehensive plan for the purpose of a future rezoning. Pending approval of this amendment to the comprehensive plan, the applicant has submitted a rezoning request to change the zoning to CH (Commercial Heavy).

This item was heard by Planning Commission on September 25, 2025, and was approved with a 5-0 vote per Staff recommendation. Staff recommended approval of COMP-002056-2025. No residents spoke on this item.

Cost:	$0
Funding Source:	None
Requested By:	Rocky Henkel, Director of Community Development
Approved By:	City Manager's Office
Attachments:	Planning Commission Staff Report
	Case Map
	Aerial
	Current Comprehensive Plan
	Exhibit

Recommendation:
Approve COMP-002347-2025 per Planning Commission and Staff recommendation.

City of Broken Arrow

Request for Action

File #: 25-1362, **Version:** 1

Broken Arrow Planning Commission
09-25-2025

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	
	Public hearing, consideration, and possible action regarding COMP-002347-2025 (Comprehensive Plan Change), 7.5 acres, Level 4 to Level 6, located at the southwest corner of Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)
Background:	
Applicant:	Kenosha Development LLC
Owner:	Kenosha Development LLC
Developer:	Kenosha Development LLC
Engineer:	Mark Grubbs, Grubbs Consulting LLC
Location: (241st E. Avenue)	On the southwest corner of Kenosha Street (71st Street) and Oneta Road
Size of Tract	7.5 acres
Number of Lots:	2 lots
Present Zoning:	CG (Commercial General)
Comp Plan:	Level 4 (Commercial/Employment Nodes) to Level 6 (Regional Commercial/Employment)

COMP-002347-2025 is a request to change the Comprehensive Plan designation from Level 4 to Level 6 on approximately 7.5 acres which is currently unplatted. The property is located on the southwest corner of Kenosha Street (71st Street) and Oneta Road (241st E. Avenue). The majority of this property was rezoned from AG (Agricultural) to CG (Commercial General) on June 12, 1980, via BAZ-755, with the remaining portion being rezoned from AG to CG on February 6, 2024 via BAZ-001210-2023.

The applicant is requesting this change to the comprehensive plan for the purpose of a future rezoning. Pending approval of this amendment to the comprehensive plan, the applicant has submitted a rezoning request to change the zoning from CG (Commercial General) to CH (Commercial Heavy).

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 4	AG	Vacant/Utility Facility
East	Level 4	CG	Vacant/Utility Facility
South	N/A	Residential	Unincorporated
West	Level 4/Public	CN/AG	Retail/Fire Station

According to FEMA Maps, none of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow.

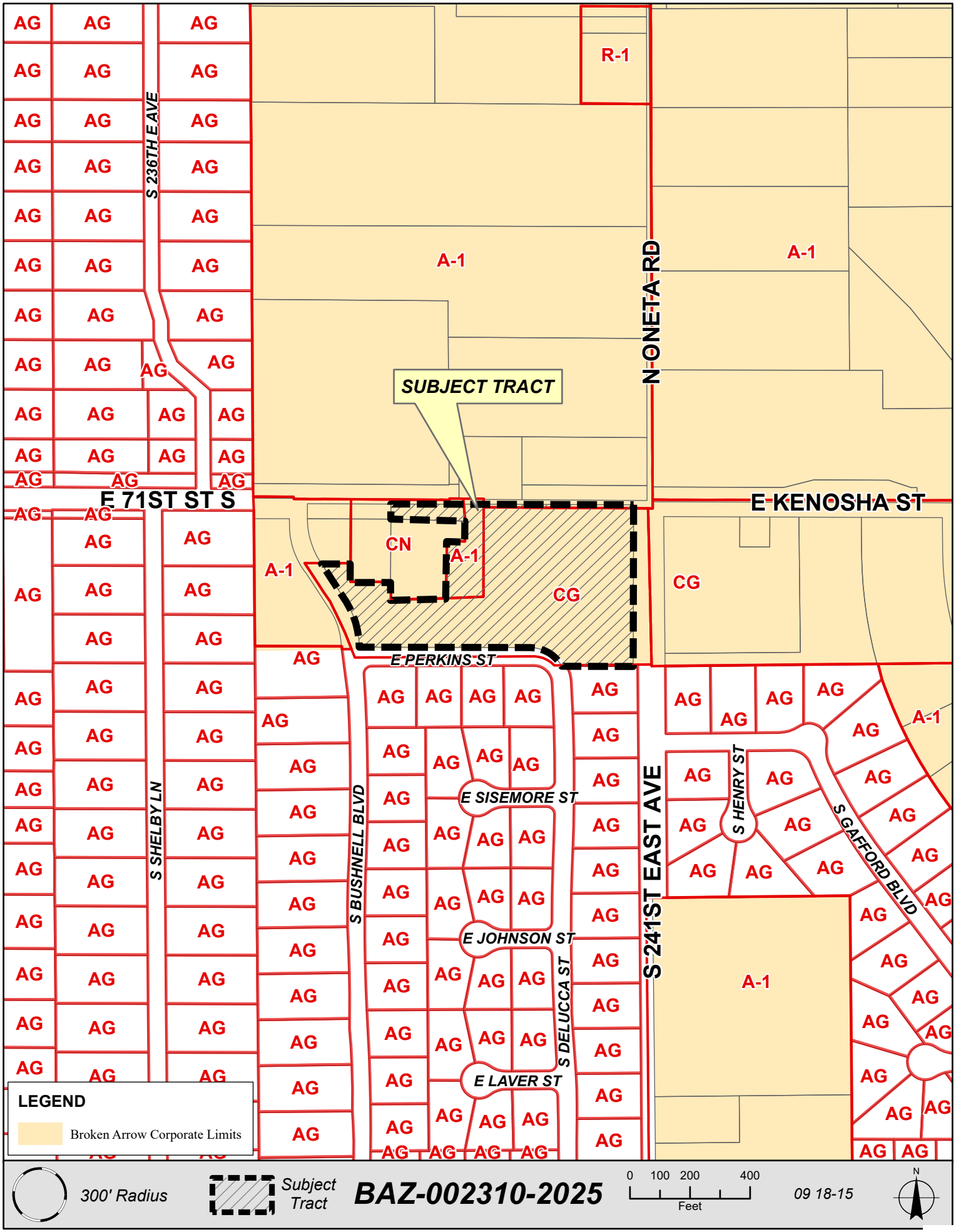
Attachments: Case Map
Aerial
Current Comprehensive Plan Map
Exhibit

Recommendation:
Based on the location of the property and surrounding land uses, Staff recommends COMP-002347-2025 be approved.

Reviewed by: Rocky Henkel

Approved by: Rocky Henkel

MEH


AG
R-1
A-1
S 236TH E AVE
N ONEIDA RD
SUBJECT TRACT
E 71ST ST S
E KENOSHA ST
CN
CG
E PERKINS ST
S SHELBY LN
S BUSHNELL BLVD
E SISEMORE ST
E JOHNSON ST
S DELUCCA ST
E LAVER ST
S 241ST EAST AVE
S HENRY ST
S GAFFORD BLVD
LEGEND
Broken Arrow Corporate Limits
300' Radius
Subject Tract
BAZ-002310-2025
0 100 200 400
Feet
09 18-15
N

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

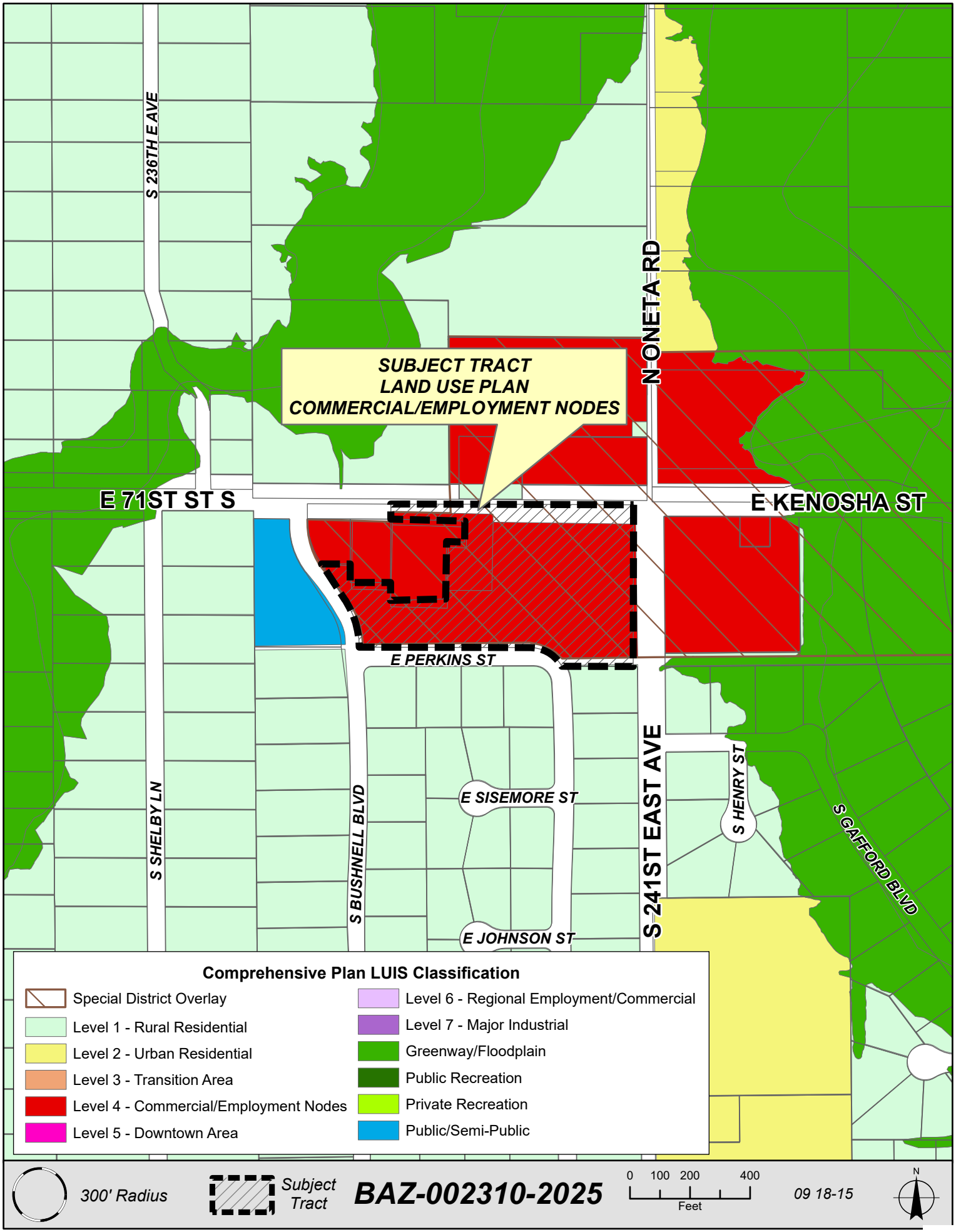
Subject Tract

BAZ-002310-2025

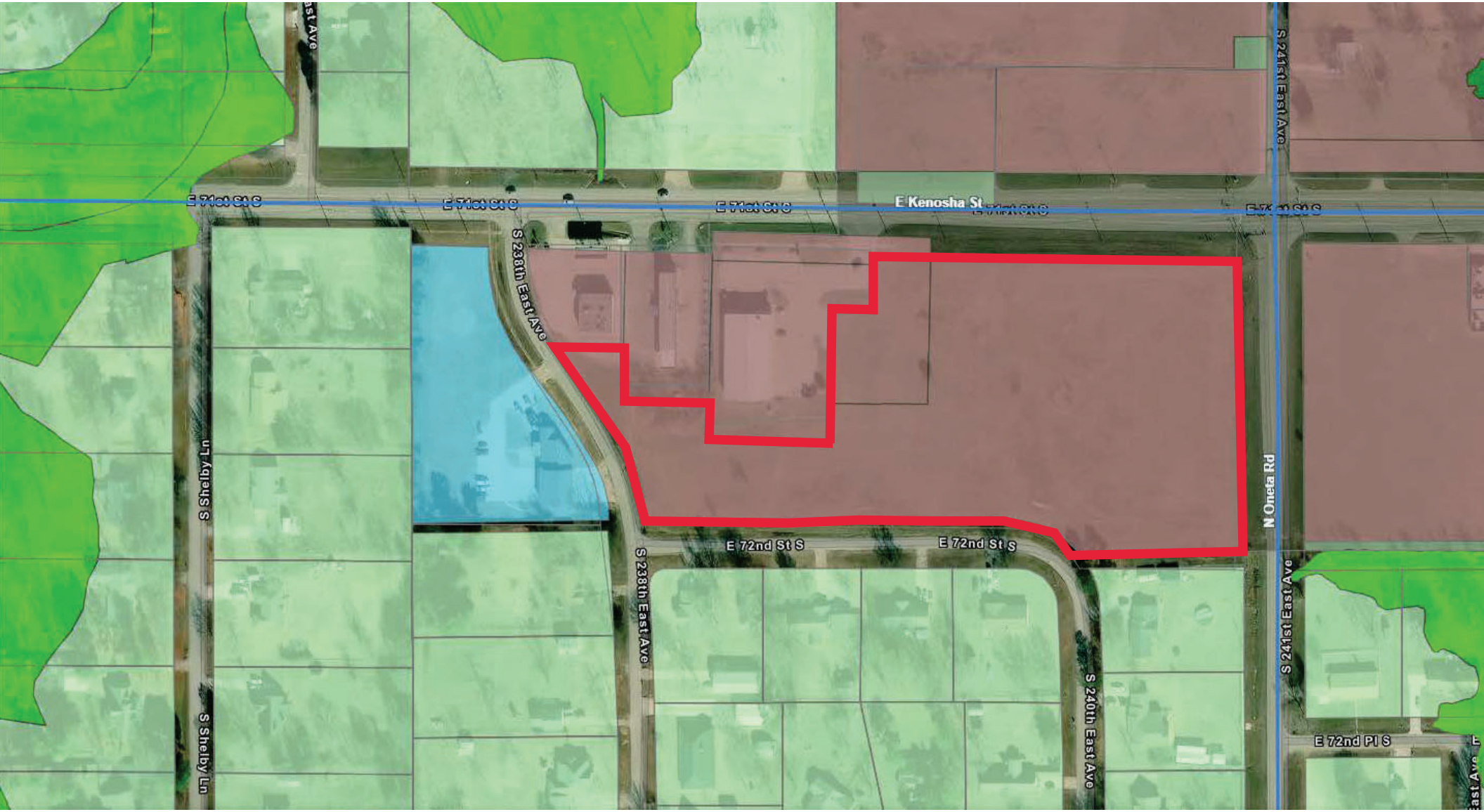
0 100 200 400
Feet

09 18-15

N


SUBJECT TRACT
LAND USE PLAN
COMMERCIAL/EMPLOYMENT NODES
S 236TH E AVE
N ONETA RD
E 71ST ST S
E KENOSHA ST
E PERKINS ST
S SHELBY LN
S BUSHNELL BLVD
E SISEMORE ST
S 241ST EAST AVE
S HENRY ST
S GAFFORD BLVD
E JOHNSON ST
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-002310-2025
0 100 200 400
Feet
09 18-15
N

Requesting area outlined in red be changed to Land Use Intensity Level 6 Regional Commercial/Employment



LEGEND

B/L = BUILDING LINE	BK = BOOK
U/E = PUBLIC UTILITY EASEMENT	PG = PAGE
PD/E = PRIVATE DRAINAGE EASEMENT	M.A.E. = MUTUAL ACCESS EASMENT
R/W = RIGHT OF WAY	
ESMT = EASEMENT	
A/E = ACCESS EASEMENT	
C/A = COMMON AREA	
LSB = LANDSCAPE BUFFER	
AI = AREA INLET	PP DIP = POWER POLE WITH DIP
BM = BENCHMARK	PP XFMR = POWER POLE WITH TRANSFORMER
CHXF = CHISELED X FOUND	R/W = RIGHT OF WAY
CONC = CONCRETE	SDMH = STORM LINE MANHOLE
CPED = CABLE PEDESTAL	SS = SANITARY SEWER
DIP = DOWN IN PIPE	SSMH = SANITARY SEWER MANHOLE
EM = ELECTRIC METER	TC = TOP CURB
ESMT = EASEMENT	TMH = TELECOMMUNICATION MANHOLE
FH = FIRE HYDRANT	TSLP = TRAFFIC LIGHT POLE
FO = FIBER OPTIC	TSP = TRAFFIC SIGNAL PULL BOX
GM = GAS METER	TR = TOP RIM
GMKR = GAS LINE MARKER	UC = UNDERGROUND CABLE
IPF = IRON PIN FOUND	UG = UNDERGROUND GAS LINE
IPFYC = IRON PIN FOUND WITH YELLOW CAP	UE = UNDERGROUND ELECTRIC
IPSYC = IRON PIN SET WITH YELLOW CAP	UT = UNDERGROUND TELEPHONE
LP = LIGHT POLE	U/E = UTILITY EASEMENT
MB = MAIL BOX	WL = WATERLINE
MKR = MARKER	WM = WATER METER
NF = NAIL FOUND	WV = WATER VALVE
OE = OVERHEAD ELECTRIC	XFMR = TRANSFORMER
PP = POWER POLE	

PRELIMINARY PLAT
OF
FOREST RIDGE RETAIL

BEING A PART OF THE NORTH HALF (N/2) OF THE EAST HALF (E/2) OF THE NORTHEAST QUARTER (NE/4), OF SECTION NINE (9), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

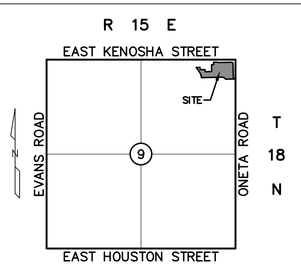
ENGINEER:
GRUBBS CONSULTING, LLC
1800 S. SARA ROAD
YUKON, OKLAHOMA 73099
(405) 265-0641

DEVELOPER:
KENOSHA DEVELOPMENT LLC
825 N. BROADWAY AVE., SUITE 300
OKLAHOMA CITY, OK 73102

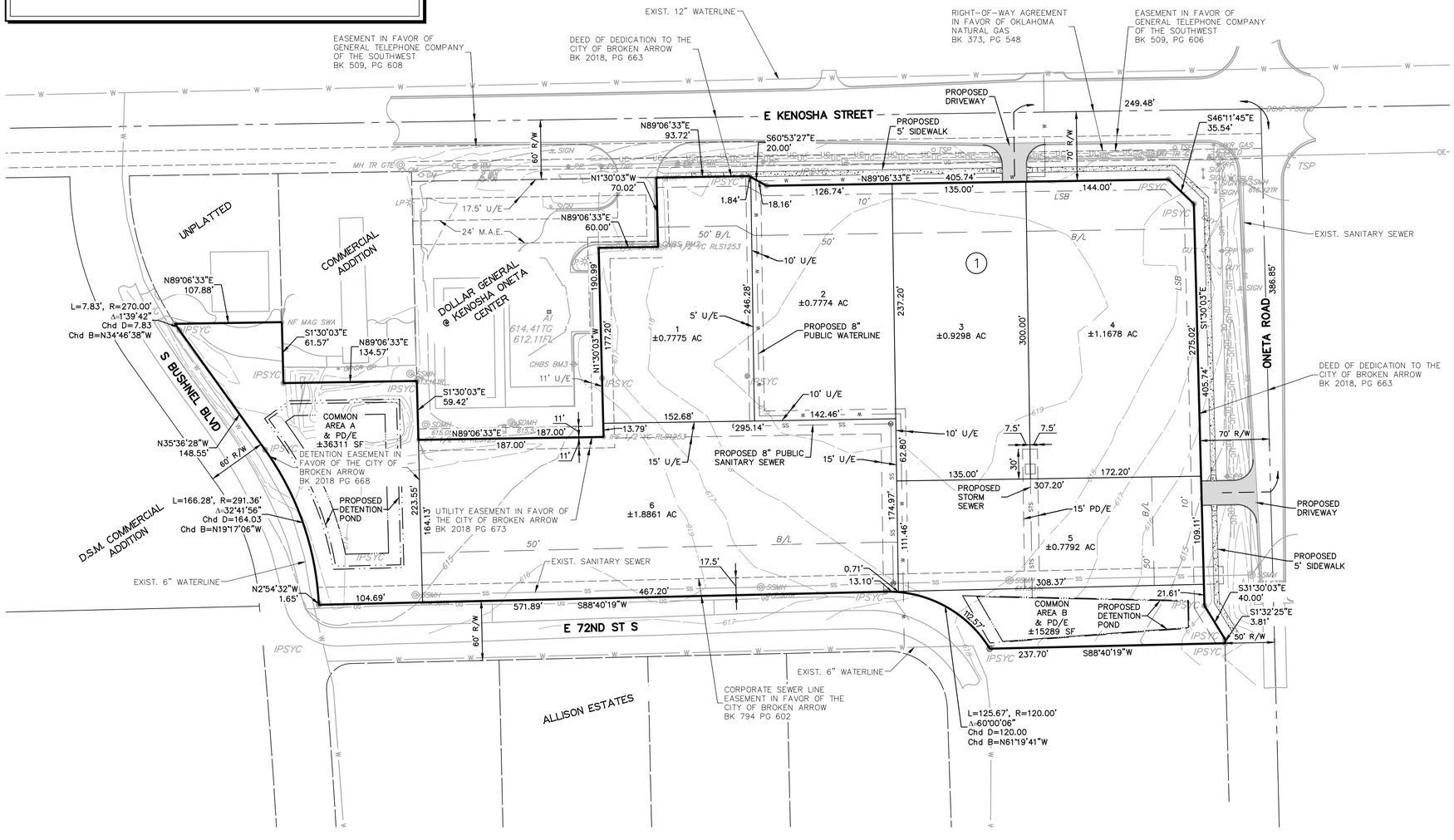
SURVEYOR:
TANNER CONSULTING, LLC
5323 SOUTH LEWIS AVENUE
TULSA, OK 74105

GROSS AREA: 7.50 ACRES
ZONING: CH
NUMBER OF COMMERCIAL LOTS: 6
NUMBER OF COMMON AREA LOTS: 2
GROSS COMMON AREA: 1.18 ACRES

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1 inch = 60 ft.



LOCATION MAP
SCALE: 1"=2000'



LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF THE NORTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER(N/2 E/2 NE/4) OF SECTION NINE (9), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9;

THENCE SOUTH 89°06'33" WEST AND ALONG THE NORTH LINE OF THE N/2 E/2 NE/4, FOR A DISTANCE OF 94.29 FEET;

THENCE SOUTH 0°53'27" EAST AND PERPENDICULAR TO SAID NORTH LINE, FOR A DISTANCE OF 70.00 FEET TO A POINT ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF EAST KENOSHA STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE SOUTH 46°11'45" EAST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 35.54 FEET TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF ONETA ROAD;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE COURSES: SOUTH 1°30'03" EAST, FOR A DISTANCE OF 405.74 FEET;

THENCE SOUTH 31°30'03" EAST FOR A DISTANCE OF 40.00 FEET;

THENCE SOUTH 1°32'25" EAST FOR A DISTANCE OF 3.81 FEET;

THENCE SOUTH 88°40'19" WEST FOR A DISTANCE OF 237.70 FEET;

THENCE ALONG A 120.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 31°19'38" WEST, A CENTRAL ANGLE OF 60°00'06", A CHORD BEARING AND DISTANCE OF NORTH 61°19'41" WEST, FOR 120.00 FEET, FOR AN ARC DISTANCE OF 125.67 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88°40'19" WEST FOR A DISTANCE OF 571.89 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF SOUTH BUSHNEL BOULEVARD;

THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING FOUR COURSES: NORTH 2°54'32" WEST FOR A DISTANCE OF 1.65 FEET TO A POINT OF CURVATURE;

THENCE ALONG A 291.36 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 2°56'08" WEST, A CENTRAL ANGLE OF 32°41'56", A CHORD BEARING AND DISTANCE OF NORTH 19°17'06" WEST FOR 164.03 FEET, FOR AN ARC DISTANCE OF 166.28 FEET TO A POINT OF TANGENCY;

THENCE NORTH 35°36'28" WEST FOR A DISTANCE OF 148.55 FEET TO A POINT OF CURVATURE;

THENCE ALONG A 270.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 1°39'42", A CHORD BEARING AND DISTANCE OF NORTH 34°46'38" WEST FOR 7.83 FEET, FOR AN ARC DISTANCE OF 7.83 FEET ;

THENCE NORTH 89°06'33" EAST FOR A DISTANCE OF 107.88 FEET TO A POINT ON THE WESTERLY LINE OF TRACT B, "COMMERCIAL ADDITION", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE OFFICIAL RECORDED PLAT THEREOF, AS FILED IN CABINET 1-208 IN THE WAGONER COUNTY CLERK'S OFFICE;

THENCE SOUTH 1°30'03" EAST AND ALONG THE WEST LINE OF SAID TRACT B FOR A DISTANCE OF 61.57 FEET TO THE SOUTHWEST CORNER OF SAID TRACT B;

THENCE NORTH 89°06'33" EAST ALONG THE SOUTH LINE OF TRACT B FOR A DISTANCE OF 134.57 FEET TO THE SOUTHEAST CORNER OF SAID TRACT B, THE SAME BEING A POINT ON THE WESTERLY LINE OF LOT 1, BLOCK 1, DOLLAR GENERAL KENOSHA & ONETA CENTRE, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF;

THENCE SOUTH 1°30'03" EAST AND ALONG THE WESTERLY LINE OF SAID LOT 1 FOR A DISTANCE OF 59.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE NORTH 89°06'33" EAST AND ALONG THE SOUTHERLY LINE OF SAID LOT 1 FOR 187.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE ALONG THE EAST LINE OF SAID LOT 1 FOR THE FOLLOWING THREE (3) COURSES: NORTH 1°30'03" WEST FOR A DISTANCE 190.99 FEET;

THENCE NORTH 89°06'33" EAST FOR A DISTANCE OF 60.00 FEET;

THENCE NORTH 1°30'03" WEST FOR A DISTANCE OF 70.02 FEET TO A POINT ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF EAST KENOSHA STREET;

THENCE ALONG SAID SOUTH LINE FOR THE FOLLOWING THREE (3) COURSES: NORTH 89°06'33" EAST AND PARALLEL WITH THE NORTH LINE OF THE N/2 E/2 NE/4, FOR A DISTANCE OF 93.72 FEET;

THENCE SOUTH 60°53'27" EAST FOR A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°06'33" EAST AND PARALLEL TO THE NORTH LINE OF THE N/2 E/2 NE/4, FOR A DISTANCE OF 405.74 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 326,798 SQUARE FEET OR 7.502 ACRES.

GRUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S. SARA ROAD
YUKON, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649
GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/30/26

DATE OF PREPARATION: 09/08/2025

City of Broken Arrow

Request for Action

File #: 25-1376, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:

Approval of PT-002389-2025|PR-000234-2023, Conditional Final Plat, The Cottages at Battle Creek East, approximately 20.45 acres, 89 Lots, CG (Commercial General)/PUD (Planned Unit Development) 94 to RS-P (Single Family Residential - Preservation)/PUD-94Y via BAZ-2087, located one-quarter mile north of Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue)

Background:
PT-002389-2025, the conditional final plat for The Cottages at Battle Creek East, proposes to have 89 lots on 20.45 acres. This property, which is located one-quarter mile north of Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue), was rezoned from CG (Commercial General)/PUD-94 to RS-P (Single Family Residential - Preservation)/PUD-94Y via BAZ-2087 on June 21, 2021. The approved zoning will take effect once the plat is recorded.

This development is proposed to be developed with private streets. Access to the subdivision will be provided by gated access onto Albany Drive in the south and Granger Street to the north, and a gated emergency access onto Concord Drive to the east.

According to FEMA maps, none of the property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow.

This conditional final plat was reviewed by the Technical Advisory Committee on September 16, 2025. The Planning Commission recommended approval (5-0 vote) of this item in their meeting held on September 25, 2025. No one spoke in favor of or in opposition to this item.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Published PC Staff Report
Conditional Final Plat
Checklist

Recommendation:
Approve PT-002389-2025|PR-000234-2023, Conditional Final Plat for The Cottages at Battle Creek, be approved subject to the attached comments.

City of Broken Arrow

Request for Action

File #: 25-1351, **Version:** 1

Broken Arrow Planning Commission
09-25-2025

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	
	Approval of PT-002389-2025|PR-000234-2023, Conditional Final Plat, The Cottages at Battle Creek East, approximately 20.45 acres, 89 lots, CG (Commercial General)/PUD (Planned Unit Development) 94 to RS-P (Single Family Residential - Preservation)/PUD -94Y via BAZ-2087**,** located one-quarter mile north of Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue)
Background:	
Applicant:	Tulsa Engineering & Planning
Owner:	BC Land Holding Co., LLC
Developer:	BA Land Holding Co., LLC
Engineer:	Tulsa Engineering & Planning
Location:	One-quarter mile north of Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue)
Size of Tract	Approximately 20.45 acres
Number of Lots:	89
Zoning:	CG/PUD-94 to RS-P/PUD-94Y
Comp Plan:	Level 2

PT-002389-2025, conditional final plat for The Cottages at Battle Creek East, proposes to have 89 lots on approximately 20.45 acres. This property, which is located one-quarter mile north of Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue), has been approved for rezoning from CG (Commercial General) and PUD (Planned Unit Development) 94 to RS-P (Single Family Residential - Preservation) and PUD-94Y via BAZ-2087. The preliminary plat for this proposed development was approved by the Planning Commission on October 28, 2021.

On June 21, 2021, the City Council approved PUD-94Y on 29.23 acres, subject to the property being platted. The Cottages at Battle Creek East includes all of Development Area A of PUD-94Y and is approximately 20.45 acres in size. Development Area B is the smaller area to the west and is approximately 8.79 acres and will be platted separately.

The Cottages at Battle Creek East are proposed to be developed with private streets. Access to this subdivision will be provided by one gated access drive onto Albany Drive to the south, one gated access drive onto Granger Street to the north, and one emergency gated access onto Concord Drive to the east.

According to FEMA maps, none of the property is in a 100-year floodplain area. Water and sanitary sewer service are available from the City of Broken Arrow. This conditional final plat was reviewed by the Technical Advisory Committee on September 16, 2025 and no stakeholders had any comments or concerns.

Attachments: Checklist
Conditional Final Plat and Covenants

Recommendation:
Staff recommends PT-002389-2025|PR-000234-2023, Conditional Final Plat for The Cottages at Battle Creek East, be approved, subject to the attached checklist.

Reviewed by: Rocky Henkel

Approved by: Rocky Henkel

MEH

PUD 94Y

The Cottages at Battle Creek - East

A subdivision in the City of Broken Arrow, being a part of the W/2 of Section 34, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma

OWNER / DEVELOPER

BC Land Holding Company, LLC
an Oklahoma Limited Liability Company
12150 East 96th Street North, Suite 202
Owasso, Oklahoma 74055
918.376.6536

ENGINEER / SURVEYOR

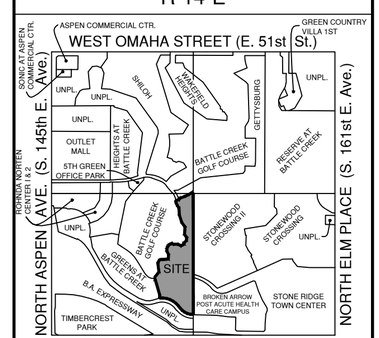
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
Phone: 918.252.9621
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2025

60 30 0 60 120 180
SCALE: 1"= 60'

Match Line: Sheet (2 of 4)

Location Map

R-14-E



NORTH

T 19 N

Section 34
Tulsa County
89 Lots - 20.4462 Acres

Legend

B/L	=	Building Line	RES.	=	Reserve
BK.	=	Book	R/W	=	Right of Way
PG.	=	Page	U/E	=	Utility Easement
F&L/E	=	Fence & Landscape Esmt.	OD/E	=	Overland Drainage Esmt.
SS/E	=	Sanitary Sewer Easment	UNP	=	Unplatted
0000	=	Lot Address	R/A	=	Restricted Access
			D.A.L.	=	Driveway Access Limitation

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this plat are based on an assumed bearing of S 00°03'00"E along the East line of the SW/4 of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Benchmark

Offsite Benchmark:

Chiseled "X" in a chiseled box on top of curb at the west northwest curb return at the intersection of Albany Drive and Juniper Place.
North: 399177.099'
East: 2616743.621'
Elevation: 764.67'

Oklahoma State Plane Coordinate System North Zone NAD83
Vertical Datum: NAVD88
All Coordinates in U.S. Survey Feet

Notes

1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.
3. All pie-shaped meet the minimum lot width at the building setback line.

Stormwater Detention and FEMA

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD 101421-67 & DD 101421-68.

Per the FEMA FIRM panel, this property is located in the unshaded FEMA Flood Zone "X", per the FIRM panel number 40143C0385M, City of Broken Arrow Community Number 400236 with an effective date of 09/30/2016.

Lot Addresses

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

Private Streets

Reserve Areas "A" and "B" cover the area to be used for the dedication and use of the private streets. The private streets do not meet the city standards for width and are not subject to maintenance by the City of Broken Arrow. These streets cannot be turned over to the City of Broken Arrow without additional right of way dedicated for the reserve areas and additional right of way dedicated by all lot owners.

Curve Table

No.	Delta	Radius	Length	Chord Direction	Chord Length
C1	51°58'02"	310.00'	281.17'	N 64°00'34" W	271.63'
C2	59°02'09"	390.00'	401.85'	N 67°32'38" W	384.30'
C3	05°37'50"	200.00'	19.65'	S 87°12'11" W	19.65'
C4	63°18'41"	102.03'	112.74'	N 37°02'51" E	107.09'
C5	33°01'28"	268.63'	154.83'	N 24°47'06" W	152.70'
C6	14°32'16"	597.00'	151.48'	N 66°59'09" E	151.07'
C7	15°10'24"	220.00'	58.26'	N 27°03'43" E	58.09'
C8	90°00'00"	25.00'	39.27'	N 25°31'29" W	35.36'
C9	54°39'50"	55.00'	52.47'	N 43°11'34" W	50.51'
C10	15°51'39"	380.00'	105.19'	N 07°55'50" W	104.86'
C11	32°12'15"	25.00'	14.05'	N 16°06'08" W	13.87'
C12	154°24'30"	40.00'	107.80'	N 45°00'00" E	78.01'
C13	32°12'15"	25.00'	14.05'	S 73°53'52" E	13.87'
C14	16°33'29"	280.00'	80.92'	S 81°43'16" E	80.64'
C15	87°04'58"	25.00'	38.00'	N 63°01'00" E	34.44'
C16	90°00'00"	25.00'	39.27'	N 25°31'29" W	35.36'
C17	70°28'34"	55.00'	67.65'	N 35°17'12" W	63.47'
C18	89°59'56"	55.00'	86.39'	N 44°57'02" E	77.78'
C19	89°59'56"	25.00'	39.27'	N 44°57'02" E	35.35'
C20	14°34'55"	225.00'	57.26'	S 07°14'32" W	57.11'
C21	85°03'29"	25.00'	37.11'	S 27°59'45" E	33.80'
C22	00°43'34"	1015.00'	12.86'	S 70°09'42" E	12.86'
C23	05°41'56"	448.00'	44.56'	S 72°38'53" E	44.54'
C24	00°43'34"	985.00'	12.48'	N 70°09'42" W	12.48'
C25	90°00'00"	25.00'	39.27'	S 64°28'31" W	35.36'
C26	90°00'00"	25.00'	39.27'	S 25°31'29" E	35.36'
C27	70°28'29"	55.00'	67.65'	S 35°17'14" E	63.47'
C28	09°46'26"	225.00'	38.38'	S 04°50'13" W	38.34'
C29	90°00'00"	30.00'	47.12'	S 35°16'33" E	42.43'
C30	90°00'00"	3.00'	4.71'	S 54°43'27" W	4.24'
C31	90°00'00"	3.00'	4.71'	N 35°16'33" W	4.24'
C32	90°00'00"	30.00'	47.12'	N 54°43'27" E	42.43'
C33	09°46'26"	195.00'	33.26'	N 04°50'13" E	33.22'
C34	81°36'23"	25.00'	35.61'	N 40°51'11" W	32.67'
C35	11°07'54"	225.00'	43.71'	N 76°05'26" W	43.65'
C36	90°00'00"	25.00'	39.27'	S 64°28'31" W	35.36'
C37	15°10'24"	280.00'	74.15'	S 27°03'43" W	73.93'
C38	54°39'50"	25.00'	23.85'	N 43°11'34" W	22.96'
C39	15°51'39"	350.00'	96.89'	N 07°55'50" W	96.58'
C40	90°00'00"	25.00'	39.27'	N 45°00'00" E	35.36'
C41	19°28'31"	250.00'	84.98'	S 80°15'44" E	84.57'
C42	70°28'29"	25.00'	30.75'	S 35°17'14" E	28.85'
C43	102°23'45"	25.00'	44.68'	S 51°08'53" W	38.97'
C44	07°07'46"	195.00'	24.26'	N 74°05'22" W	24.25'
C45	70°28'34"	25.00'	30.75'	N 35°17'12" W	28.85'
C46	89°59'56"	25.00'	39.27'	N 44°57'02" E	35.35'
C47	89°01'34"	25.00'	38.84'	S 45°32'13" E	35.05'
C48	12°14'45"	195.00'	41.68'	S 06°04'27" W	41.60'
C49	97°16'42"	25.00'	42.45'	S 60°50'10" W	37.53'
C50	49°39'12"	13.00'	11.27'	S 31°33'33" E	10.92'
C51	43°23'19"	22.00'	16.66'	S 34°41'30" E	16.26'
C52	49°27'30"	22.00'	18.99'	S 11°43'55" W	18.41'
C53	49°27'30"	18.00'	15.54'	S 11°43'55" W	15.06'
C54	77°00'10"	25.00'	33.60'	S 51°29'55" E	31.13'
C55	90°00'00"	25.00'	39.27'	N 45°00'00" E	35.36'
C56	90°00'00"	3.00'	4.71'	N 45°00'00" W	4.24'
C57	90°00'00"	3.00'	4.71'	N 45°00'00" E	4.24
C58	13°05'47"	195.00'	44.57'	S 06°32'54" E	44.48'
C59	95°41'54"	25.00'	41.76'	S 60°56'44" E	37.07'
C60	262°58'20"	50.00'	229.49'	S 22°41'29" W	74.91'
C61	25°49'21"	225.00'	101.40'	N 12°54'40" W	100.55'
C62	90°00'00"	25.00'	39.27'	N 45°00'00" W	35.36'
C63	77°00'10"	55.00'	73.92'	N 51°29'55" W	68.48'
C64	39°56'42"	18.00'	12.55'	S 32°58'11" E	12.30'
C65	39°56'42"	22.00'	15.34'	S 32°58'11" E	15.03'

Curve Table

No.	Delta	Radius	Length	Chord Direction	Chord Length
C66	27°51'46"	22.00'	10.70'	S 00°56'03" W	10.59'
C67	27°23'06"	18.00'	8.60'	S 01°10'23" W	8.52'
C68	180°00'00"	5.00'	15.71'	N 77°00'10" E	10.00'
C69	180°00'00"	5.00'	15.71'	S 77°00'10" W	10.00'
C70	180°00'00"	5.33'	16.76'	N 55°21'04" W	10.67'
C71	180°00'00"	5.33'	16.76'	S 55°21'04" E	10.67'
C72	180°00'00"	11.33'	35.60'	N 65°18'14" W	22.67'
C73	02°14'17"	238.67'	9.32'	N 23°34'37" E	9.32'
C74	180°00'00"	11.33'	35.60'	S 67°32'31" E	22.67'
C75	02°14'17"	261.33'	10.21'	S 23°34'37" W	10.21'
C76	03°52'50"	400.00'	27.09'	N 43°01'06" W	27.09'

Line Table

No.	Bearing	Distance
L1	N 38°01'33" W	50.00'
L2	N 07°11'34" W	2.09'
L3	N 07°49'28" E	47.64'
L4	N 25°34'56" E	71.28'
L5	N 04°11'31" E	84.46'
L6	N 28°16'33" W	71.70'
L7	N 05°23'31" E	49.28'
L8	N 75°06'24" E	25.63'
L9	S 68°53'46" E	40.67'
L10	N 86°41'27" E	71.22'
L11	S 64°17'22" E	70.91'
L12	N 62°46'32" E	59.58'
L13	N 02°31'39" E	26.51'
L14	N 47°51'45" E	60.94'
L15	N 05°13'22" E	60.80'
L16	N 36°48'58" W	67.61'
L17	N 36°24'01" W	101.81'
L18	N 79°40'24" E	60.03'
L19	N 31°56'42" E	36.97'
L20	N 74°15'17" E	20.46'
L21	N 59°43'01" E	87.86'
L22	S 30°16'59" E	31.19'
L23	N 73°07'39" E	34.85'
L24	N 34°38'56" E	14.68'
L25	N 19°28'31" E	6.49'
L26	N 15°51'39" W	48.24'
L27	N 00°00'00" E	12.13'
L28	N 90°00'00" E	43.25'
L29	N 70°31'29" W	34.29'
L30	N 00°02'55" W	58.91'
L31	S 70°31'29" E	27.14'
L32	S 69°47'55" E	33.29'
L33	S 09°43'27" W	72.51'
L34	S 80°16'33" E	30.50'
L35	S 09°43'27" W	24.00'
L36	N 80°16'33" W	25.50'
L37	S 09°43'27" W	15.00'
L38	N 09°43'27" E	15.00'
L39	N 80°16'33" W	25.50'
L40	N 09°43'27" E	24.00'
L41	S 80°16'33" E	3.50'
L42	N 09°43'27" E	72.51'
L43	N 70°31'29" W	34.12'
L44	S 19°28'31" W	6.49'
L45	S 34°38'56" W	14.68'
L46	S 07°13'37" E	37.23'
L47	N 15°51'39" W	48.24'
L48	N 00°00'00" E	21.77'
L49	N 90°00'00" E	52.89'
L50	N 34°38'56" E	6.50'
L51	S 34°38'56" W	6.50'
L52	S 06°43'57" E	4.83'
L53	S 12°59'50" E	20.34'
L54	S 12°59'50" E	7.33'
L55	S 90°00'00" W	18.50'
L56	N 00°00'00" E	40.00'
L57	N 90°00'00" E	18.50'
L58	N 00°00'00" W	3.67'
L59	N 12°59'50" W	7.33'
L60	S 12°59'50" E	29.76'
L61	N 12°31'10" W	8.87'
L62	N 12°59'50" W	10.00'
L63	S 12°59'50" E	10.00'
L64	N 28°31'43 W	25.00'
L65	S 20°24'59" W	15.46'

Lot Areas

BLOCK 1 Lot	Area (S.F.)
1	6,001
2	5,040
3	5,040
4	5,413
5	8,494
6	8,730
7	5,520
8	5,520
9	6,000
10	5,520
11	5,520
12	5,520
13	5,544
14	6,451
15	6,048
16	6,745
17	6,139
18	7,181

BLOCK 2 Lot	Area (S.F.)
1	5,066
2	5,083
3	5,544
4	6,796
5	9,308
6	6,046
7	5,979
8	6,323
9	5,914
10	9,159
11	6,036
12	5,815
13	5,425
14	5,941
15	6,620

BLOCK 3 Lot	Area (S.F.)
1	6,584
2	6,552
3	5,823
4	5,830
5	5,830
6	5,830
7	7,814
8	7,284
9	5,610
10	5,060
11	5,060
12	5,060
13	5,060
14	8,756

BLOCK 4 Lot	Area (S.F.)
1	5,056
2	5,060
3	5,060
4	5,060
5	6,026
6	6,026
7	5,060
8	5,060
9	5,060
10	5,060
11	7,014

BLOCK 5 Lot	Area (S.F.)
1	5,527
2	5,285
3	5,830
4	5,280
5	6,246

BLOCK 6 Lot	Area (S.F.)
1	6,000
2	6,000
3	6,000
4	6,000
5	6,000
6	6,000
7	6,000
8	6,023
9	9,070

BLOCK 7 Lot	Area (S.F.)
1	5,097
2	5,520
3	5,543
4	5,545
5	5,548
6	5,550
7	5,552
8	5,554
9	5,452
10	6,299
11	8,904
12	6,200
13	5,534
14	5,726
15	5,933
16	5,529
17	6,761

RESERVE Res.	Area (S.F.)
'A'	105,223
'B'	29,677
'C'	26,201
'D'	4,752
'E'	13,636
'F'	153,783
'G'	944
'H'	15,523
'I'	3,136
'J'	182
'K'	69
'L'	253

E04
Sidewalk easements that are not parallel to the reserve line need to include the bearing and distance for the lines.
Not all instances will be identified with the note.

E05
Easements and B/L that are not parallel with a boundary need to be defined and located.

E03
Add a note that all new construction requires a back flow preventer on the sanitary service line

E06
Identify the curve data on the Rear Setback for the pipeline and the location of the PI on the U/E on lot 14 block 1

E02
Add the finish floor elevations per the completed grading on the site, verify that each lot is capable of being served by the sanitary sewer. (6.2.c)

E01
Replace the PT number with the project number PR-000709-2024

Sidewalk Detail
Not to Scale

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

"Point of Beginning"
SW Corner of R/W of North Juniper Place as platted in "Broken Arrow Post Acute Health Care Campus" (Plat #6565)

The Cottages at Battle Creek - East
Date of Preparation: August 7, 2025
PT21-115 Sheet 1 of 4

G:\20-151\Final\20-151 Final Plat - East.dwg, 8/07/2025 - 11:44 AM

PUD 94Y

The Cottages at Battle Creek - East

A subdivision in the City of Broken Arrow, being a part of the W/2 of Section 34, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma

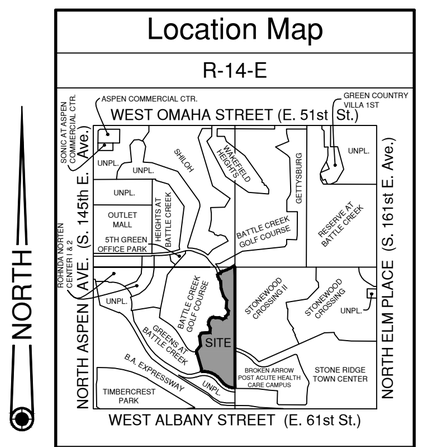
OWNER / DEVELOPER

BC Land Holding Company, LLC
an Oklahoma Limited Liability Company
12150 East 96th Street North, Suite 202
Owasso, Oklahoma 74055
918.376.6536

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
Phone: 918.252.9621
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2025

60 30 0 60 120 180
SCALE: 1"= 60'



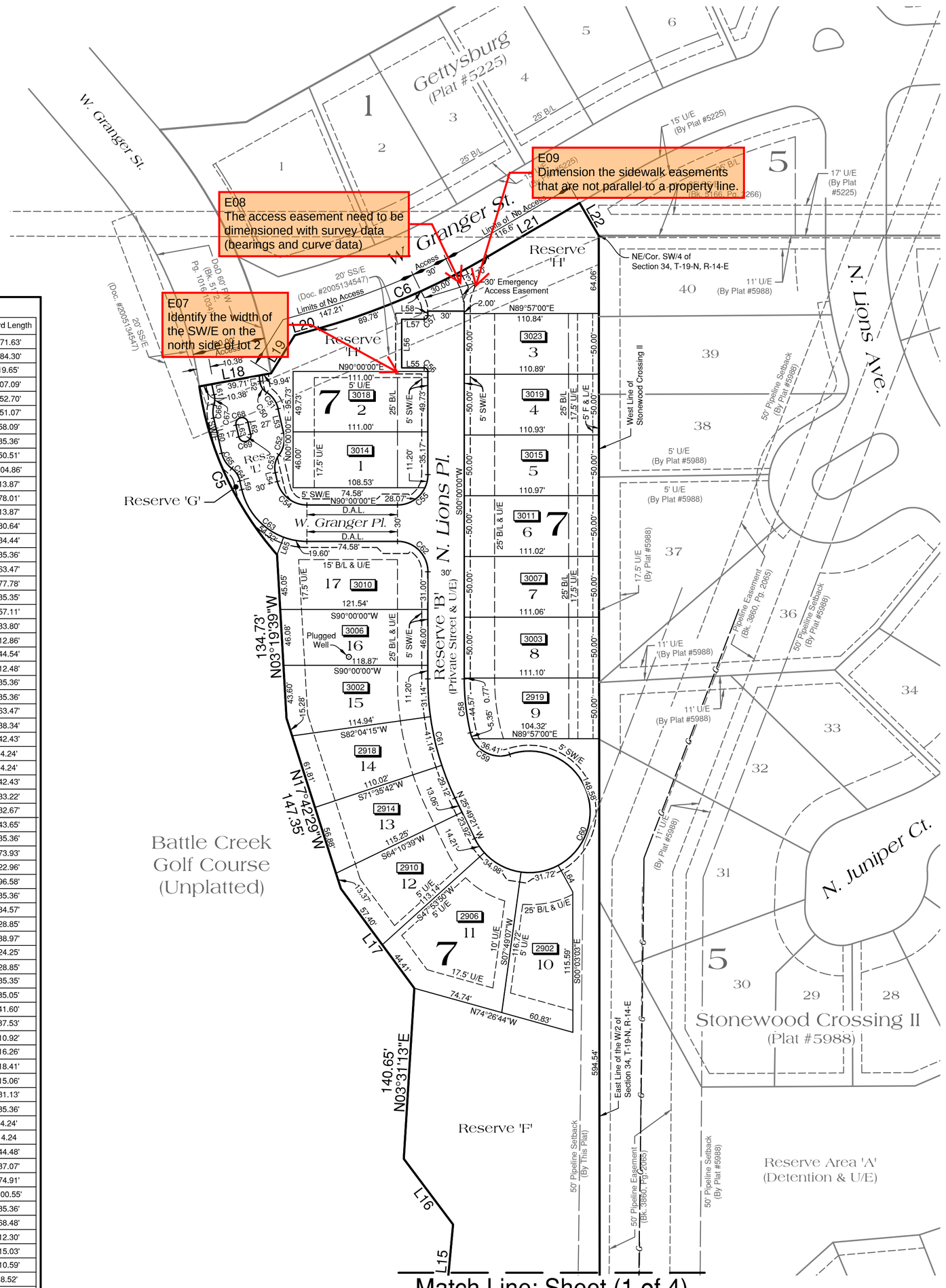
Section 34
Tulsa County
89 Lots - 20.4462 Acres

Sidewalk Detail
Not to Scale

E08
The access easement need to be dimensioned with survey data (bearings and curve data)

E09
Dimension the sidewalk easements that are not parallel to a property line.

E07
Identify the width of the SW/E on the north side of lot 2



Legend

B/L	=	Building Line	RES.	=	Reserve
BK.	=	Book	R/W	=	Right of Way
PG.	=	Page	U/E	=	Utility Easement
F&L/E	=	Fence & Landscape Esmt.	OD/E	=	Overland Drainage Esmt.
SS/E	=	Sanitary Sewer Easment	UNP	=	Unplatted
0000	=	Lot Address	R/A	=	Restricted Access

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this plat are based on an assumed bearing of S 00°03'00"E along the East line of the SW/4 of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Benchmark

Offsite Benchmark:

Chiseled "X" in a chiseled box on top of curb at the west northwest curb return at the intersection of Albany Drive and Juniper Place.
North: 399177.099'
East: 2616743.621'
Elevation: 764.67'

Oklahoma State Plane Coordinate System North Zone NAD83
Vertical Datum: NAVD88
All Coordinates in U.S. Survey Feet

Notes

1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.
3. All pie-shaped meet the minimum lot width at the building setback line.

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD 101421-67 & DD 101421-68. Stormwater detention for this plat will be provided on the site.

Lot Addresses

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

Private Streets

For Reserve Areas " A" and "B" that cover the streets for the dedication and use of the private streets, these do not meet the city standards for width and the accompanying roads are not subject to maintenance by the City of Broken Arrow. These streets cannot be turned over to the City of Broken Arrow without right of way for the reserve areas and additional right of way dedicated by all lot owners.

Curve Table

No.	Delta	Radius	Length	Chord Direction	Chord Length
C1	51°58'02"	310.00'	281.17'	N 64°00'34" W	271.63'
C2	59°02'09"	390.00'	401.85'	N 67°32'38" W	384.30'
C3	05°37'50"	200.00'	19.65'	S 87°12'11" W	19.65'
C4	63°18'41"	102.03'	112.74'	N 37°02'51" E	107.09'
C5	33°01'28"	268.63'	154.83'	N 24°47'06" W	152.70'
C6	14°32'16"	597.00'	151.48'	N 66°59'09" E	151.07'
C7	15°10'24"	220.00'	58.26'	N 27°03'43" E	58.09'
C8	90°00'00"	25.00'	39.27'	N 25°31'29" W	35.36'
C9	54°39'50"	55.00'	52.47'	N 43°11'34" W	50.51'
C10	15°51'39"	380.00'	105.19'	N 07°55'50" W	104.86'
C11	32°12'15"	25.00'	14.05'	N 16°06'08" W	13.87'
C12	154°24'30"	40.00'	107.80'	N 45°00'00" E	78.01'
C13	32°12'15"	25.00'	14.05'	S 73°53'52" E	13.87'
C14	16°33'29"	280.00'	80.92'	S 81°43'16" E	80.64'
C15	87°04'58"	25.00'	38.00'	N 63°01'00" E	34.44'
C16	90°00'00"	25.00'	39.27'	N 25°31'29" W	35.36'
C17	70°28'34"	55.00'	67.65'	N 35°17'12" W	63.47'
C18	89°59'56"	55.00'	86.39'	N 44°57'02" E	77.78'
C19	89°59'56"	25.00'	39.27'	N 44°57'02" E	35.35'
C20	14°34'55"	225.00'	57.26'	S 07°14'32" W	57.11'
C21	85°03'29"	25.00'	37.11'	S 27°59'45" E	33.80'
C22	00°43'34"	1015.00'	12.86'	S 70°09'42" E	12.86'
C23	05°41'56"	448.00'	44.56'	S 72°38'53" E	44.54'
C24	00°43'34"	985.00'	12.48'	N 70°09'42" W	12.48'
C25	90°00'00"	25.00'	39.27'	S 64°28'31" W	35.36'
C26	90°00'00"	25.00'	39.27'	S 25°31'29" E	35.36'
C27	70°28'29"	55.00'	67.65'	S 35°17'14" E	63.47'
C28	09°46'26"	225.00'	38.38'	S 04°50'13" W	38.34'
C29	90°00'00"	30.00'	47.12'	S 35°16'33" E	42.43'
C30	90°00'00"	3.00'	4.71'	S 54°43'27" W	4.24'
C31	90°00'00"	3.00'	4.71'	N 35°16'33" W	4.24'
C32	90°00'00"	30.00'	47.12'	N 54°43'27" E	42.43'
C33	09°46'26"	195.00'	33.26'	N 04°50'13" E	33.22'
C34	81°36'23"	25.00'	35.61'	N 40°51'11" W	32.67'
C35	11°07'54"	225.00'	43.71'	N 76°05'26" W	43.65'
C36	90°00'00"	25.00'	39.27'	S 64°28'31" W	35.36'
C37	15°10'24"	280.00'	74.15'	S 27°03'43" W	73.93'
C38	54°39'50"	25.00'	23.85'	N 43°11'34" W	22.96'
C39	15°51'39"	350.00'	96.89'	N 07°55'50" W	96.58'
C40	90°00'00"	25.00'	39.27'	N 45°00'00" E	35.36'
C41	19°28'31"	250.00'	84.98'	S 80°15'44" E	84.57'
C42	70°28'29"	25.00'	30.75'	S 35°17'14" E	28.85'
C43	102°23'45"	25.00'	44.68'	S 51°08'53" W	38.97'
C44	07°07'46"	195.00'	24.26'	N 74°05'22" W	24.25'
C45	70°28'34"	25.00'	30.75'	N 35°17'12" W	28.85'
C46	89°59'56"	25.00'	39.27'	N 44°57'02" E	35.35'
C47	89°01'34"	25.00'	38.84'	S 45°32'13" E	35.05'
C48	12°14'45"	195.00'	41.68'	S 06°04'27" W	41.60'
C49	97°16'42"	25.00'	42.45'	S 60°50'10" W	37.53'
C50	49°39'12"	13.00'	11.27'	S 31°33'33" E	10.92'
C51	43°23'19"	22.00'	16.66'	S 34°41'30" E	16.26'
C52	49°27'30"	22.00'	18.99'	S 11°43'55" W	18.41'
C53	49°27'30"	18.00'	15.54'	S 11°43'55" W	15.06'
C54	77°00'10"	25.00'	33.60'	S 51°29'55" E	31.13'
C55	90°00'00"	25.00'	39.27'	N 45°00'00" E	35.36'
C56	90°00'00"	3.00'	4.71'	N 45°00'00" W	4.24'
C57	90°00'00"	3.00'	4.71'	N 45°00'00" E	4.24
C58	13°05'47"	195.00'	44.57'	S 06°32'54" E	44.48'
C59	95°41'54"	25.00'	41.76'	S 60°56'44" E	37.07'
C60	262°58'20"	50.00'	229.49'	S 22°41'29" W	74.91'
C61	25°49'21"	225.00'	101.40'	N 12°54'40" W	100.55'
C62	90°00'00"	25.00'	39.27'	N 45°00'00" W	35.36'
C63	77°00'10"	55.00'	73.92'	N 51°29'55" W	68.48'
C64	39°56'42"	18.00'	12.55'	S 32°58'11" E	12.30'
C65	39°56'42"	22.00'	15.34'	S 32°58'11" E	15.03'
C66	27°51'46"	22.00'	10.70'	S 00°56'03" W	10.59'
C67	27°23'06"	18.00'	8.60'	S 01°10'23" W	8.52'
C68	180°00'00"	5.00'	15.71'	N 77°00'10" E	10.00'
C69	180°00'00"	5.00'	15.71'	S 77°00'10" W	10.00'
C70	180°00'00"	5.33'	16.76'	N 55°21'04" W	10.67'
C71	180°00'00"	5.33'	16.76'	S 55°21'04" E	10.67'
C72	180°00'00"	11.33'	35.60'	N 65°18'14" W	22.67'
C73	02°14'17"	238.67'	9.32'	N 23°34'37" E	9.32'
C74	180°00'00"	11.33'	35.60'	S 67°32'31" E	22.67'
C75	02°14'17"	261.33'	10.21'	S 23°34'37" W	10.21'
C76	03°52'50"	400.00'	27.09'	N 43°01'06" W	27.09'

Line Table

No.	Bearing	Distance
L1	N 38°01'33" W	50.00'
L2	N 07°11'34" W	2.09'
L3	N 07°49'28" E	47.64'
L4	N 25°34'56" E	71.28'
L5	N 04°11'31" E	84.46'
L6	N 28°16'33" W	71.70'
L7	N 05°23'31" E	49.28'
L8	N 75°06'24" E	25.63'
L9	S 68°53'46" E	40.67'
L10	N 86°41'27" E	71.22'
L11	S 64°17'22" E	70.91'
L12	N 62°46'32" E	59.58'
L13	N 02°31'39" E	26.51'
L14	N 47°51'45" E	60.94'
L15	N 05°13'22" E	60.80'
L16	N 36°48'58" W	67.61'
L17	N 36°24'01" W	101.81'
L18	N 79°40'24" E	60.03'
L19	N 31°56'42" E	36.97'
L20	N 74°15'17" E	20.46'
L21	N 59°43'01" E	87.86'
L22	S 30°16'59" E	31.19'
L23	N 73°07'39" E	34.85'
L24	N 34°38'56" E	14.68'
L25	N 19°28'31" E	6.49'
L26	N 15°51'39" W	48.24'
L27	N 00°00'00" E	12.13'
L28	N 90°00'00" E	43.25'
L29	N 70°31'29" W	34.29'
L30	N 00°02'55" W	58.91'
L31	S 70°31'29" E	27.14'
L32	S 69°47'55" E	33.29'
L33	S 09°43'27" W	72.51'
L34	S 80°16'33" E	30.50'
L35	S 09°43'27" W	24.00'
L36	N 80°16'33" W	25.50'
L37	S 09°43'27" W	15.00'
L38	N 09°43'27" E	15.00'
L39	N 80°16'33" W	25.50'
L40	N 09°43'27" E	24.00'
L41	S 80°16'33" E	3.50'
L42	N 09°43'27" E	72.51'
L43	N 70°31'29" W	34.12'
L44	S 19°28'31" W	6.49'
L45	S 34°38'56" W	14.68'
L46	S 07°13'37" E	37.23'
L47	N 15°51'39" W	48.24'
L48	N 00°00'00" E	21.77'
L49	N 90°00'00" E	52.89'
L50	N 34°38'56" E	6.50'
L51	S 34°38'56" W	6.50'
L52	S 06°43'57" E	4.83'
L53	S 12°59'50" E	20.34'
L54	S 12°59'50" E	7.33'
L55	S 90°00'00" W	18.50'
L56	N 00°00'00" E	40.00'
L57	N 90°00'00" E	18.50'
L58	N 00°00'00" W	3.67'
L59	N 12°59'50" W	7.33'
L60	S 12°59'50" E	29.76'
L61	N 12°31'10" W	8.87'
L62	N 12°59'50" W	10.00'
L63	S 12°59'50" E	10.00'
L64	N 28°31'43 W	25.00'
L65	S 20°24'59" W	15.46'

Lot Areas

BLOCK 1 Lot	Area (S.F.)
1	6,001
2	5,040
3	5,040
4	5,413
5	8,494
6	8,730
7	5,520
8	5,520
9	6,000
10	5,520
11	5,520
12	5,520
13	5,544
14	6,451
15	6,048
16	6,745
17	6,139
18	7,181

BLOCK 2 Lot	Area (S.F.)
1	5,066
2	5,083
3	5,544
4	6,796
5	9,308
6	6,046
7	5,979
8	6,323
9	5,914
10	9,159
11	6,036
12	5,815
13	5,425
14	5,941
15	6,620

BLOCK 3 Lot	Area (S.F.)
1	6,584
2	6,552
3	5,823
4	5,830
5	5,830
6	5,830
7	7,814
8	7,284
9	5,610
10	5,060
11	5,060
12	5,060
13	5,060
14	8,756

BLOCK 4 Lot	Area (S.F.)
1	5,056
2	5,060
3	5,060
4	5,060
5	6,026
6	6,026
7	5,060
8	5,060
9	5,060
10	5,060
11	7,014

BLOCK 5 Lot	Area (S.F.)
1	5,527
2	5,285
3	5,830
4	5,280
5	6,246

BLOCK 6 Lot	Area (S.F.)
1	6,000
2	6,000
3	6,000
4	6,000
5	6,000
6	6,000
7	6,000
8	6,023
9	9,070

BLOCK 7 Lot	Area (S.F.)
1	5,097
2	5,520
3	5,543
4	5,545
5	5,548
6	5,550
7	5,552
8	5,554
9	5,452
10	6,299
11	8,904
12	6,200
13	5,534
14	5,726
15	5,933
16	5,529
17	6,761

RESERVE Res.	Area (S.F.)
'A'	105,223
'B'	29,677
'C'	26,201
'D'	4,752
'E'	13,636
'F'	153,783
'G'	944
'H'	15,523
'I'	3,136
'J'	182
'K'	69
'L'	253

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

The Cottages at Battle Creek - East

Date of Preparation: August 7, 2025
PT21-115 Sheet 2 of 4

G:\20-151\Final\20-151 Final Plat - East.dwg, 8/07/2025 - 11:46 AM

THE COTTAGES AT BATTLE CREEK - EAST

DEED OF DEDICATION AND RESTRICTIVE COVENANTS PUD No. 94W

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That BC Land Holding Company, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land located in the W/2 of Section 34, T 19 N, R 14 E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the southwest corner of the right-of-way for North Juniper Place as platted in "Broken Arrow Post Acute Health Care Campus", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6565, as filed in the records of the Tulsa County Clerk's office, also lying on the northerly right-of-way for West Albany Drive as platted in "Stone Ridge Towne Center", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6236, as filed in the records of the Tulsa County Clerk's office, being more particularly described as follows:

Thence westerly along the northerly right-of-way for West Albany Drive and along a curve to the right with a central angle of 51°58'02", a radius of 310.00 feet, an arc length of 281.17 feet, a chord bearing of N 64°00'34"W and a chord length of 271.63 feet;

Thence N 38°01'33" W along the northerly right of way for West Albany Drive and tangent to the previous curve a distance of 50.00 feet to a tangent curve to the left;

Thence along the northerly right of way for West Albany Drive and along a tangent curve to the left with a central angle of 59°02'09", a radius of 390.00 feet, an arc length of 401.85 feet, a chord bearing of N 67°32'38" W and a chord length of 384.30 feet to the southeast corner of "The Greens at Battle Creek", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 6428, as filed in the records of the Tulsa County Clerk's office;

Thence N 07°11'34" W along the easterly line of "The Greens at Battle Creek", a distance of 2.09 feet;

Thence N 07°49'28" E along the easterly line of "The Greens at Battle Creek", a distance of 47.64 feet;

Thence N 15°51'39" W along the easterly line of "The Greens at Battle Creek", a distance of 332.90 feet to a non-tangent curve to the right;

Thence along the easterly line of "The Greens at Battle Creek" and along a non-tangent curve to the right with a central angle of 05°37'50", a radius of 200.00 feet, an arc length of 19.65 feet, a chord bearing of S 87°12'11" W and a chord length of 19.65 feet;

Thence N 38°52'09" E and not tangent to the previous curve a distance of 151.45 feet;

Thence N 06°39'44" W a distance of 166.16 feet;

Thence N 25°34'56" E a distance of 71.28 feet;

Thence N 85°25'34" E a distance of 162.57 feet;

Thence N 04°11'31" E a distance of 84.46 feet;

Thence N 28°16'33" W a distance of 71.70 feet;

Thence N 05°23'31" E a distance of 49.28 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 63°18'41", a radius of 102.03 feet, an arc length of 112.74 feet, a chord bearing of N 37°02'51" E and a chord length of 107.09 feet;

Thence N 75°06'24" E and not tangent to the previous curve a distance of 25.63 feet;

Thence S 68°53'46" E a distance of 40.67 feet;

Thence N 86°41'27" E a distance of 71.22 feet;

Thence S 64°17'22" E a distance of 70.91 feet;

Thence N 62°46'32" E a distance of 59.58 feet;

Thence N 02°31'39" E a distance of 26.51 feet;

Thence N 47°51'45" E a distance of 60.94 feet;

Thence N 05°13'22" E a distance of 60.80 feet;

Thence N 36°48'58" W a distance of 67.61 feet;

Thence N 03°31'13" E a distance of 140.65 feet;

Thence N 36°24'01" W a distance of 101.81 feet;

Thence N 17°42'29" W a distance of 147.35 feet;

Thence N 03°19'39" W a distance of 134.73 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with a central angle of 33°01'28", a radius of 268.63 feet, an arc length of 154.83 feet, a chord bearing of
N 24°47'06" W and a chord length of 152.70 feet;

Thence N 79°40'24" E and not tangent to the previous curve a distance of 60.03 feet to the most southerly southwest corner of "Gettysburg", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5225, as filed in the records of the Tulsa County Clerk's office;

Thence N 31°56'42" E along the southerly line of "Gettysburg", a distance of 36.97 feet;

Thence N 74°15'17" E along the southerly line of "Gettysburg", a distance of 20.46 feet to a tangent curve to the left;

Thence along the southerly line of "Gettysburg" and along a tangent curve to the left with a central angle of 14°32'16", a radius of 597.00 feet, an arc length of 151.48 feet, a chord bearing of N 66°59'09" E and a chord length of 151.07 feet;

Thence N 59°43'01" E along the southerly line of "Gettysburg" and tangent to the previous curve a distance of 87.86 feet;

Thence S 30°16'59" E along the southerly line of "Gettysburg", a distance of 31.19 feet to the northwest corner of "Stone Wood Crossing II", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5988, as filed in the records of the Tulsa County Clerk's office;

Thence S 00°03'00" E along the west line of "Stone Wood Crossing II" and along the west line of "Stone Ridge Towne Center", and along the west line of "Broken Arrow Post Acute Health Care Campus", a distance of 2250.44 feet to the "Point of Beginning".

Said tract contains 890,638 square feet or 20.4462 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 00°03'00" E along the west line of "Stone Wood Crossing II", "Stone Ridge Towne Center" and "Broken Arrow Post Acute Health Care Campus", also being the east line of the SW/4 of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "THE COTTAGES AT BATTLE CREEK - EAST", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, fencing, curbing, irrigation and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the northern perimeter of the subdivision along Granger Street as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards shall be served by underground cable; all electric and communication supply lines shall be located underground in the easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal, or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot, provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer, or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television, and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of the underground electric, telephone, cable television and or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege, and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television, or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television, or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are materially altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the lot owner or at the lot owner's expense.

1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the lot owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the lot owner, its agents or contractors.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to utilities as shown or depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing, or replacing any portion of underground water or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

Each lot on the Plat shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across his/her lot, and the lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, Inc., formed pursuant to SECTION IV – HOMEOWNERS' ASSOCIATION.

1.5 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West Albany Drive and West Granger Street within the bounds designated as "Limits of No Access" on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, in accordance with provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

1.6 Private Streets

1.6.1 Reserve Areas "A" and "B" as designated on the accompanying plat are herein designated for use as private streets for the common use and benefit of the owners of lots within "THE COTTAGES AT BATTLE CREEK - EAST", their guests and invitees for the purpose of providing access to and from the various lots and for providing decorative fencing and landscaping, and are reserved for subsequent conveyance to THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, Inc., a not for profit, for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.

1.6.2 The Owner/Developer herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service, and to any public utility providing utility service to the subdivision, the right to enter and traverse the private streets (Reserve Areas "A" and "B") and to operate thereon all service, emergency, and government vehicles including but not limited to police and fire vehicles and equipment and does further grant to the City of Broken Arrow and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the private streets (Reserve Areas "A" and "B") as reasonably necessary to provide service and upon the installation of any such utility line, cable, or facility such grantee shall be deemed to have a definitive perpetual easement covering a strip 5 feet in width extending 2 1/2 feet on each side of the utility line, cable, or facility.

1.6.3 The Owner/Developer for itself and its successors herein covenants with the City of Broken Arrow, which covenants shall run with the land and inure to the benefit of the City of Broken Arrow and shall be enforceable by the City of Broken Arrow to:

1.6.3.1 Except in areas of Entry/Exit medians and hammerhead turnarounds, the Owner/Developer shall construct and maintain an all-weather hard surface street of not less than twenty-six (26) feet in width constructed to City of Broken Arrow standards and extending the full length of the private streets (Reserve Areas "A" and "B") depicted within the accompanying plat.

1.6.3.2 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private streets (Reserve Areas "A" and "B").

1.6.4 The City of Broken Arrow shall have no duty to maintain any private streets (Reserve Areas "A" and "B") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve Areas "A" and "B").

1.6.5 The Owner/Developer or its assigns hereby reserves the right to maintain, change, or otherwise regulate the hours of operation of the privacy gates at every entry into "THE COTTAGES AT BATTLE CREEK - EAST", until such time that the last lot owned within "THE COTTAGES AT BATTLE CREEK - EAST" has been purchased and dues paying residents are living in the home constructed upon such lot, at which time, (unless sooner assigned by the Owner/Developer) the Homeowners' Association will determine the hours of operation of such gates. This in no way precludes individual lot owners within "THE COTTAGES AT BATTLE CREEK - EAST", from time to time, to provide a limited access code to open the gates for the purpose of showing a listed property for sale, yard maintenance, cleaning services, or like service personnel to access the areas behind the gates for restricted purposes during allowed times.

1.6.6 The privacy gates shall be licensed and operated in accordance with the City of Broken Arrow's private street entrance requirements. The maintenance of the gates shall be the responsibility of the Homeowners' Association.

1.7 Fence and Landscape Easements

The Owner/Developer herein establishes and reserves for subsequent conveyance to THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, Inc., formed pursuant to SECTION IV – HOMEOWNERS' ASSOCIATION, a perpetual non-exclusive easement to erect and maintain fencing, walls, landscaping, and/or irrigation along the north and south property boundaries of the subdivision within the platted 5' Landscape Easement depicted on the accompanying plat. Fencing and walls shall meet the requirements of Section 5.2.E.3.iv of the City of Broken Arrow, Oklahoma Zoning Ordinance.

1.8 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall place any fencing, landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Broken Arrow and or respective utility provider shall have the right to remove said fencing, landscaping, trees or shrubbery upon five (5) days' notice at the lot owner's expense, or within such time the lot owner may remove the same.

E12
Include in the list of obstruction
HVAC, Generators, Pool Equipment.

E10
Add section for the private storm sewer and the responsibilities of the HOA to maintain it

E11
When submitting the application for the final plat submit the covenants on the same sheet size used for the plats (24x36)
The plans will be R&R for the croocet sheets size.

1.9 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Broken Arrow the "THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, L.L.C.", an Oklahoma not-for-profit, as set forth in the Restrictive Covenants, Conditions, and Restrictions for THE COTTAGES AT BATTLE CREEK - EAST.

1.10 Overland Drainage Easement

1.10.1 Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Broken Arrow and plans and specifications approved by the Stormwater Manager of the City of Broken Arrow.

1.10.2 No fence, wall, building, or other obstruction may be placed or maintained in the overland drainage easement areas, nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Stormwater Manager of the City of Broken Arrow, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 ½) inches shall not require approval.

1.10.3 The overland drainage easement areas and facilities located therein shall be maintained by the property owner of the reserve or the owner of the lot upon which the overland drainage easement is located at the property owner of the reserve or lot owner's cost in accordance with the standards prescribed by the City of Broken Arrow. In the event the property owner of the reserve or the owner of the lot over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the Homeowners' Association to be formed pursuant to Section IV (hereinafter the "Homeowners' Association") or the City of Broken Arrow, may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the property owner of the reserve or the owner of the lot. In the event the property owner of the reserve or the owner of the lot fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the Homeowners' Association or the City of Broken Arrow, whichever has completed the maintenance, may file of record a copy of the statement of costs and thereafter the costs shall be a lien against the lot of the owner. A lien established as above provided may be judicially foreclosed.

1.11 Retaining Walls

A retaining wall is a structural wall measuring over 4 feet in height from the top of the leveling course to the top of the wall. Retaining walls will need to be designed by a licensed structural engineer and submitted for review and permitting to the City.

1.12 Restrictive Covenants

Additional covenants and restrictions for THE COTTAGES AT BATTLE CREEK - EAST are filed, as a separate instrument, in the Tulsa County Clerk's office.

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Areas "A" and "B"

Reserve Areas "A" and "B" shall contain, but not be limited to use for private streets, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association.

2.1.2 Reserve Areas "E" and "F"

Reserve Areas "E" and "F" shall be used for open space, signage, landscaping, walls, sidewalks, drainage, recreation, overland drainage, stormwater drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

2.1.3 Reserve Areas "C", "D", "G" and "H"

Reserve Areas "C", "D", "G" and "H" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, stormwater drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

2.1.4 Reserve Areas "J", "K" and "L"

Reserve Areas "J", "K" and "L" shall contain, but not be limited to use for access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association.

2.2 All Reserves

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the property owner of the reserve.

2.2.2 In the event the property owner of the reserve should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Broken Arrow, or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the property owner of the reserve.

2.2.3 In the event the property owner of the reserve fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/89 of the costs. This lien may be foreclosed by the City of Broken Arrow.

SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "THE COTTAGES AT BATTLE CREEK" was submitted as a planned unit development (entitled PUD No. 94Y) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on June 21, 2021 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 94Y was approved by the Broken Arrow Planning Commission on June 10, 2021 and approved by the City of Broken Arrow City Council, on June 21, 2021; and WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and;

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma; THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

2.1 Development Standards – Single-Family Residential:

3.1.1 Permitted Uses: As permitted within the RS-3 District by right or Specific Use Permit.

3.1.2 Minimum Lot Size	5,000 SF per unit
3.1.3 Minimum Lot Frontage	46 feet (at the Building Line)
- For lots abutting Stonewood Crossing II	50 feet (at the Building Line)
3.1.4 Minimum Front Yard (excluding corner lots)	25 feet
3.1.5 Minimum Front Yard (on corner lots)	15 feet*
3.1.6 Minimum Rear Yard	20 feet
- For lots abutting Stonewood Crossing II	25 feet
3.1.7 Side Yards	5 feet/5 feet
3.1.8 Pipeline Building Line Setback	50 feet from any pipeline

* Garage openings shall be permitted on Front Yards on corner lots, provided the Front Yard setback is increased to 20 ft. Setbacks between building lines with an adjacent lot shall be offset no more than 10 feet.

3.2 Perimeter Landscape Buffer:

A perimeter landscape buffer reserve area of at least 10 feet in width shall be provided along West Granger Street and West Albany Drive.

3.3 Landscaping:

Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance, except that along West Granger Street and West Albany Drive one tree per 40 linear feet will be provided. All trees will be medium to large trees. In addition to the sidewalks that will be constructed along all street frontages, a walking path will be constructed in the park area in THE COTTAGES AT BATTLE CREEK - EAST.

3.4 Fencing:

Lots and Reserve Areas sharing a common boundary with the Battle Creek Golf Course shall have a fence of at least four feet in height that shall match the rest of the fencing along the Battle Creek Golf Course. Said fencing shall be limited to galvanized chain link construction, and the fencing materials shall be limited to hot-dipped galvanized residential grade fencing material which shall be green in color. All fencing along West Albany Drive or West Granger Street shall be installed by the Owner/Developer in accordance with Section 5.2.E of the Zoning Ordinance, and fencing plans shall be presented to and approved by the City of Broken Arrow at the same time landscape plans are submitted for review. All perimeter fencing shall be owned and maintained by the Homeowners' Association.

3.5 Private Streets and Gates:

The private streets shall be constructed to the City of Broken Arrow standards and shall be owned and maintained by the Homeowners' Association. The private streets and gates will be located in a minimum 30' wide reserve area. Gates into the subdivision shall be designed in accordance with the City of Broken Arrow Subdivision Regulations and shall meet all criteria as set forth by the City of Broken Arrow Fire Marshall and the 2018 edition of the International Fire Code (IFC).

3.6 Sidewalks:

Sidewalks will be constructed along the perimeter public streets and the interior private streets. Sidewalks shall be provided in accordance with the City of Broken Arrow Subdivision Regulations; however, it is acknowledged that variances to the widths and locations of the sidewalks can be requested from the City of Broken Arrow Engineering department.

3.7 Drainage:

Stormwater drainage will be handled in accordance with the City of Broken Arrow design standards.

3.8 Platting:

No building permit shall be issued until the planned unit development project area has been included within a subdivision plat submitted to and approved by the Broken Arrow Planning Commission and the Broken Arrow City Council and duly filed of record. The property shall be platted in accordance with the City of Broken Arrow subdivision code. The deed of dedication of the required subdivision plat shall include covenants of record, enforceable by the City of Broken Arrow, setting forth the development standards of the planned unit development.

SECTION IV. HOMEOWNERS' ASSOCIATION

4.1. Formation

The Owner/Developer has formed, or shall be caused to be formed, an association of owners of lots within the subdivision which shall be named "THE COTTAGES AT BATTLE CREEK - EAST Homeowners' Association, Inc.", a not for profit (the "Association") for the general purposes of the maintenance and ownership of the Common Areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas, and common areas as designated on the plat provided; however, no assessment shall be made or attach to any lot owned by the Owner/Developer.

4.2. Maintenance

Reserve Areas: The owner of the property associated with the Reserve Areas shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat, and the reserve areas are reserved for subsequent conveyance to the Association.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

5.1. Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of SECTION I. EASEMENTS AND UTILITIES are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated the covenants within Section I shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma.

5.2. Duration

These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

5.3. Amendment

The covenants contained within SECTION I. EASEMENTS AND UTILITIES may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended by the Owner/Developer unilaterally, in its sole discretion, for so long as the Owner/Developer owns a lot in the Subdivision known as THE COTTAGES AT BATTLE CREEK - EAST; and, thereafter, at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) of all lots in the Subdivision; providing, however, that until the Owner/Developer has sold all lots in the Subdivision, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the Subdivision. In this Section 5.3, the term "the Subdivision" shall explicitly mean the plat of THE COTTAGES AT BATTLE CREEK - EAST.

5.4. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part hereof as set forth herein, which shall remain in full force and effect.

5.5 Lot owner's Responsibilities

The respective lot owner of each dwelling and said lot owner's builder shall be responsible for all structure design, geotechnical design, foundation design, grading, drainage, and all other structural aspects of the dwelling independent of the Owner/Developer and the Owner/Developer's engineer. The respective lot owner of each dwelling and the lot owner's builder shall be responsible for determining the proper finish floor elevation of the respective dwelling. The finished floor elevation shall be determined relative to, but not limited to: roadways, areas of higher elevations, borrow ditches, culvert pipes, elevation of adjacent lots, etc. It is the dwelling owner's responsibility to prepare the finished grade of each individual home site so as to ensure that storm water is properly managed around the perimeter of the subject home. Said lot owner and its builder shall construct the dwelling in accordance with the municipal, county and, state building codes that are customarily applicable in this region to such construction.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this _____ day of _____, 2025.

BC Land Holding Company, L.L.C.
an Oklahoma limited liability company

_____
By: David E. Charney, President of
Charney Properties, Inc., as Manager BC Land Holding Company, L.L.C.

State of Oklahoma)
) s.s.
County of Tulsa)

Subscribed and sworn before me, a Notary Public, this _____ day of _____, 2025, by David E. Charney, Manager of BC Land Holding Company, L.L.C.

_____
Notary Public

CERTIFICATE OF SURVEY

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "THE COTTAGES AT BATTLE CREEK - EAST", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this _____ day of _____, 2025.

_____
David W. Murdoch
Registered Professional Land Surveyor
Oklahoma No. 1404

State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this _____ day of _____, 2025, by David W. Murdoch.

_____
Jack Taber, Notary Public
My commission No. 12005192
My commission expirers May 31, 2028

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.

Mayor

Attest: City Clerk

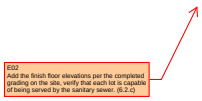
P01: This subsection should be labeled 3.1

Cottages at BC East CFD Plat Engineering Summary

1 (6)

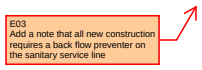
Subject: Jason Comments
Page Label: [1] Sheet 1 of 4
Page Index: 1
Author: jdickeson
Date: 9/11/2025 2:44:02 PM
Creation Date: 9/10/2025 2:08:52 PM

E01
Replace the PT number with the project number PR-000709-2024



Subject: Jason Comments
Page Label: [1] Sheet 1 of 4
Page Index: 1
Author: jdickeson
Date: 9/11/2025 2:44:12 PM
Creation Date: 9/10/2025 2:10:04 PM

E02
Add the finish floor elevations per the completed grading on the site, verify that each lot is capable of being served by the sanitary sewer. (6.2.c)



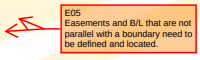
Subject: Jason Comments
Page Label: [1] Sheet 1 of 4
Page Index: 1
Author: jdickeson
Date: 9/11/2025 2:44:17 PM
Creation Date: 9/10/2025 2:14:41 PM

E03
Add a note that all new construction requires a back flow preventer on the sanitary service line

---

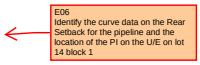
Subject: Jason Comments
Page Label: [1] Sheet 1 of 4
Page Index: 1
Author: jdickeson
Date: 9/11/2025 2:44:21 PM
Creation Date: 9/10/2025 2:30:33 PM

E04
Sidewalk easements that are not parallel to the reserve line need to include the bearing and distance for the lines.
Not all instances will be identified with the note.



Subject: Jason Comments
Page Label: [1] Sheet 1 of 4
Page Index: 1
Author: jdickeson
Date: 9/11/2025 2:44:25 PM
Creation Date: 9/10/2025 2:32:25 PM

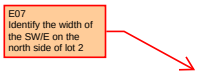
E05
Easements and B/L that are not parallel with a boundary need to be defined and located.



Subject: Jason Comments
Page Label: [1] Sheet 1 of 4
Page Index: 1
Author: jdickeson
Date: 9/11/2025 2:44:29 PM
Creation Date: 9/11/2025 9:25:37 AM

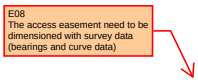
E06
Identify the curve data on the Rear Setback for the pipeline and the location of the PI on the U/E on lot 14 block 1

2 (3)



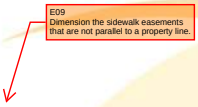
Subject: Jason Comments
Page Label: [1] Sheet 1 of 4
Page Index: 2
Author: jdickeson
Date: 9/11/2025 2:44:34 PM
Creation Date: 9/11/2025 10:01:39 AM

E07
Identify the width of the SW/E on the north side of lot 2



Subject: Jason Comments
Page Label: [1] Sheet 1 of 4
Page Index: 2
Author: jdickeson
Date: 9/11/2025 2:44:40 PM
Creation Date: 9/11/2025 10:02:34 AM

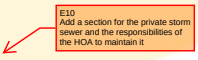
E08
The access easement need to be dimensioned with survey data (bearings and curve data)



Subject: Jason Comments
Page Label: [1] Sheet 1 of 4
Page Index: 2
Author: jdickeson
Date: 9/11/2025 2:44:43 PM
Creation Date: 9/11/2025 10:05:25 AM

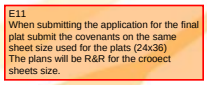
E09
Dimension the sidewalk easements that are not parallel to a property line.

3 (3)



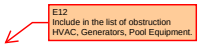
Subject: Jason Comments
Page Label: 3
Page Index: 3
Author: jdickeson
Date: 9/11/2025 2:44:49 PM
Creation Date: 9/11/2025 2:37:27 PM

E10
Add a section for the private storm sewer and the responsibilities of the HOA to maintain it



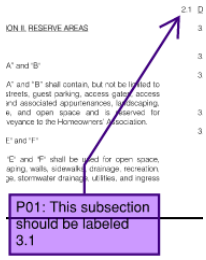
Subject: Jason Comments
Page Label: 3
Page Index: 3
Author: jdickeson
Date: 9/11/2025 2:44:53 PM
Creation Date: 9/11/2025 2:38:27 PM

E11
When submitting the application for the final plat submit the covenants on the same sheet size used for the plats (24x36)
The plans will be R&R for the crooect sheets size.



Subject: Jason Comments
Page Label: 3
Page Index: 3
Author: jdickeson
Date: 9/11/2025 2:44:57 PM
Creation Date: 9/11/2025 2:42:05 PM

E12
Include in the list of obstruction HVAC, Generators, Pool Equipment.



Subject: Mackenzie Comments
Page Label: 3
Page Index: 3
Author: mhackett
Date: 9/15/2025 09:16:33 AM
Creation Date: 9/15/2025 09:14:24 AM

P01: This subsection should be labeled 3.1

City of Broken Arrow

Request for Action

File #: 25-1377, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Approval of SP-002329-2025 (Specific Use Permit), Kenosha and County Line Cell Tower, 8.16 acres, CH (Commercial Heavy), northwest corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road)

Background:
SP-002329-2025 is a request for a Specific Use Permit for a proposed freestanding cell tower on property presently zoned CH (Commercial Heavy) that is located at the northwest corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road). A shopping center containing approximately 106,000 square feet is located on the 8.16-acre parcel.

The cell tower is proposed to be approximately 160 feet in height and will be located at the northwest corner of the property. Access to the cell tower site will be from Kenosha Street via a 30-foot access easement through the existing parking lot.

According to the Zoning Ordinance Section 2-7-2.B.1 telecommunication towers that exceed 50 feet in height require a Conditional Use Permit (previously referred to as a Specific Use Permit). Section 2-7-2.B.8 states that telecommunication towers are allowed by administrative review in CH (Commercial Heavy) zoning, but section 2-7-2.A limits the height of telecommunication towers in commercially developed lots over 2.5 acres to a maximum of 120 feet. Since this tower is proposed to be taller than 120 feet, section 2-7-2.B.10 allows for the permit to go through Planning Commission and City Council for approval of the tower with additional height. Cell towers located in commercial zoning districts that are over 100 feet tall must provide at least four antenna co-locations. This tower is designed to accommodate up to six co-locations.

This item was heard by Planning Commission on September 25, 2025, and the Planning Commission recommended approval (5-0) of SP-002329-2025 per Staff recommendation. No citizens spoke in favor or opposition of this item.

Cost:	$0
Funding Source:	None
Requested By:	Rocky Henkel, Director of Community Development
Approved By:	City Manager's Office
Attachments:	Planning Commission Staff Report
	Case Map
	Aerial Map
	Cell Tower Exhibit
	Propagation Map

Recommendation:
Approve SP-002329-2025 per Planning Commission and Staff recommendation.

City of Broken Arrow

Request for Action

File #: 25-1358, **Version:** 1

Broken Arrow Planning Commission
09-25-2025

To:	**Chairman and Commission Members**
From:	**Development Services Department**
Title:	
	Public hearing, consideration, and possible action regarding SP-002329-2025 Cell Tower, 8.16 acres, CH (Commercial Heavy), located at the northwest corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road)
Background:	
Applicant:	Gregory Ferris
Owner:	Gary Owens, Century Investments LLC
Developer:	Tillman Infrastructure
Architect:	N/A
Location:	Northwest corner of Kenosha Street and County Line Road
Size of Tract	8.16 acres
Number of Lots:	1
Present Zoning:	CH (Commercial Heavy)
Comp Plan:	Level 6

SP-002329-2025 is a request for a Specific Use Permit for a freestanding cell tower on property presently zoned CH (Commercial Heavy) that is located at the northwest corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road). A shopping center containing approximately 106,000 square feet is located on the 8.16-acre parcel.

The proposed cell tower will be approximately 160 feet tall and be located at the northwest corner of the property. Access to the cell tower site will be from Kenosha Street via a 30-foot access easement through the existing parking lot.

According to the Zoning Ordinance Section 2-7-2.B.1 telecommunication towers that exceed 50 feet in height require a Conditional Use Permit (previously referred to as a Specific Use Permit). Section 2-7-2.B.8 states that telecommunication towers are allowed by right in CH zoning, but section 2-7-2.A limits the height of telecommunication towers in developed commercially zoned lots over 2.5 acres, with a height up to 120 feet. Since this tower is taller than 120 feet, section 2-7-2.B.10 allows for the permit to go through Planning Commission and City Council for approval of the tower with additional height.

Cell towers located in commercial zoning districts that are over 100 feet tall must provide at least four antenna co-locations. This cell tower is designed to accommodate up to six antenna co-locations.

Surrounding land uses and zoning classifications include the following:

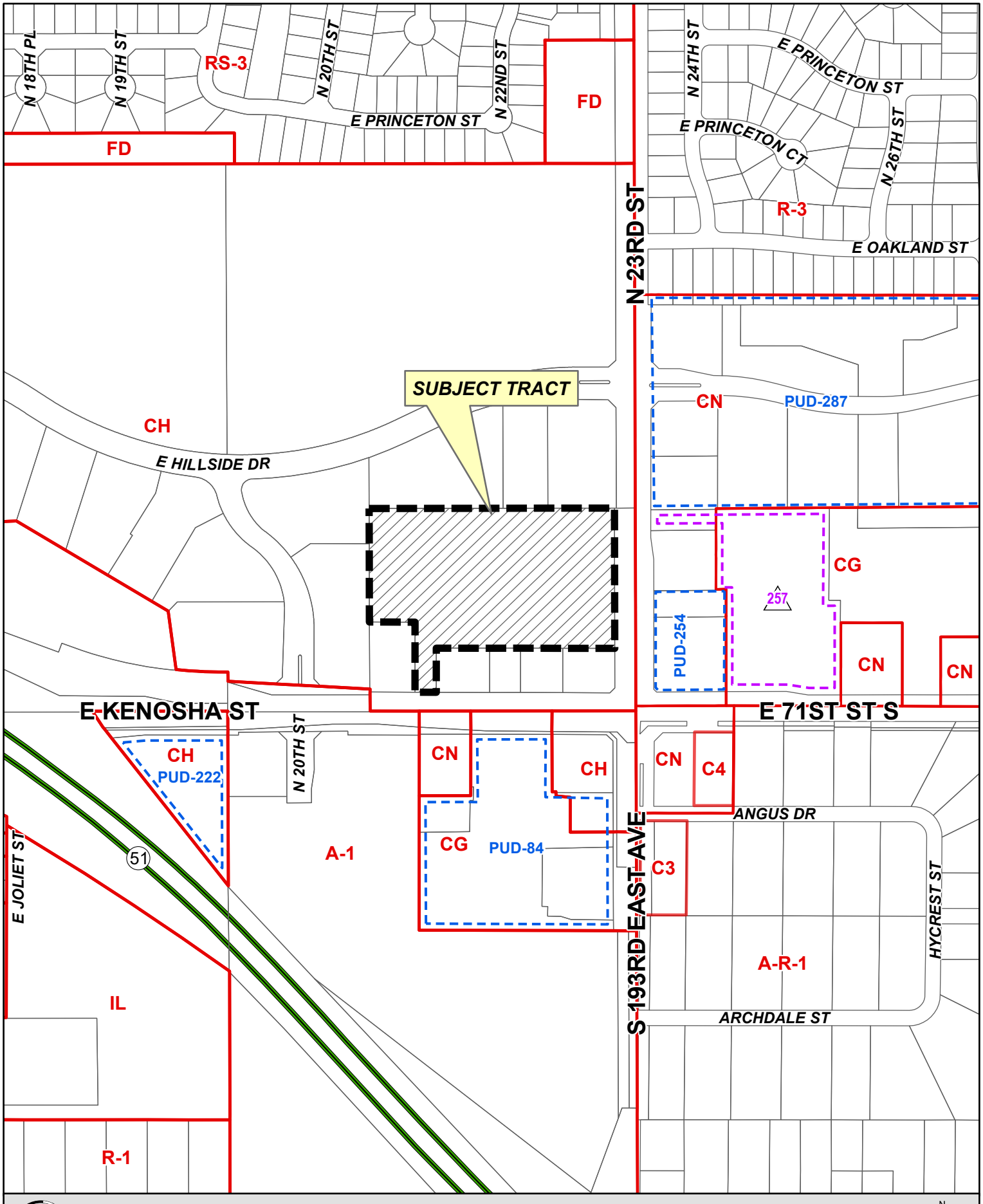
North:	CH	Medical Office/Clinic
East:	CN, PUD-254	Restaurant, Gas Station
South:	CH, CN, CG/PUD-84	Restaurant, Retail
West:	CH	Restaurant

Attachments: Case map
Aerial photo
Cell Tower Exhibit
Propagation Map

Recommendation:
Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that SP-002329-2025 be approved.

Reviewed By: **Rocky Henkel**

Approved By: **Rocky Henkel**


N 18TH PL
N 19TH ST
RS-3
N 20TH ST
N 22ND ST
E PRINCETON ST
FD
FD
FD
N 24TH ST
E PRINCETON ST
E PRINCETON CT
N 26TH ST
R-3
E OAKLAND ST
N 23RD ST
SUBJECT TRACT
CH
E HILLSIDE DR
CN
PUD-287
CG
257
PUD-254
CN
CN
E KENOSHA ST
E 71ST ST S
N 20TH ST
CH
PUD-222
CN
CH
CN
C4
ANGUS DR
CG
PUD-84
C3
A-1
51
E JOLIET ST
S 193RD EAST AVE
HYCREST ST
A-R-1
IL
ARCHDALE ST
R-1
300' Radius
Subject Tract
SP-002329-2025
0 100 200 400
Feet
01 18-14
N

Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2024

Subject Tract

SP-002329-2025

0 100 200 400
Feet

01 18-14

N

TI-OPP# 30946-A
SITE NAME: A - CENTUR BROKEN ARROW OK TI-05912
FA # 15811977

SITE INFORMATION

SITE ADDRESS:	2300 E. KENOSHA N STREET BROKEN ARROW, OK 74012 TULSA COUNTY
LATITUDE (NAD 83): LONGITUDE (NAD 83):	36°03'45.44" (36.062622°) 95°45'51.96" (-95.764433°)
GROUND ELEVATION:	727.19' (AMSL)
JURISDICTION:	CITY OF BROKEN ARROW
JURISDICTION CONTACT:	AMANDA YAMAGUCHI - 918.259.2411 220 S. FIRST STREET BROKEN ARROW, OK 74012
LAND OWNER:	CENTURY INVESTMENTS LLC. ATTN. GARY OWENS GARYO@GALLERIAFURN.COM PO BOX 283 MUSTANG, OK 73604
ZONING:	COMMERCIAL HEAVY
PARCEL/MAP NUMBER:	81920840160660
TOWER OWNER:	TILLMAN INFRASTRUCTURE LLC 152 WEST 57TH STREET 27TH FLOOR NEW YORK, NY 10019
STRUCTURE TYPE:	MONOPOLE
STRUCTURE HEIGHT:	160' (AGL)
POWER SUPPLIER:	AEP 888.216.3523
TELCO SUPPLIER:	AT&T 800.331.0500

PROJECT TEAM

APPLICANT:	TILLMAN INFRASTRUCTURE LLC 152 WEST 57TH STREET 27TH FLOOR NEW YORK, NY 10019
PROJECT MANAGEMENT FIRM:	SCI WIRELESS 497 RIDGE POINT DRIVE HEATH, TX 75126 STEVE WOODY (469) 377-2081 stevewoody@sciwireless.com DAVID LEDBETTER dledbetter@sciwireless.com
ENGINEERING FIRM:	MISSION 1 COMMUNICATIONS 6202 CONSTITUTION DR. SUITE C FORT WAYNE, IN 46804 (260) 436-3922 WILL HEIDEN wheiden@m1comm.com

VICINITY MAP

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2021 INTERNATIONAL BUILDING CODE, CURRENT EDITION AS ADOPTED BY LOCAL JURISDICTION
- 2023 NATIONAL ELECTRIC CODE CURRENT EDITION AS ADOPTED BY LOCAL JURISDICTION
- 2021 INTERNATIONAL MECHANICAL CODE, CURRENT EDITION AS ADOPTED BY LOCAL JURISDICTION
- 2021 INTERNATIONAL PLUMBING CODE, CURRENT EDITION AS ADOPTED BY LOCAL JURISDICTION
- NFPA 101, LIFE SAFETY CODE, CURRENT EDITION AS ADOPTED BY LOCAL JURISDICTION
- 2021 INTERNATIONAL FUEL GAS CODE, CURRENT EDITION AS ADOPTED BY LOCAL JURISDICTION
- AMERICAN CONCRETE INSTITUTE
- ANSI/TIA-222-H
- TIA 607
- INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
- IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
- TELECORDIA GR-1275
- ANSI/T 311
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- MANUAL OF STEEL CONSTRUCTION 13TH EDITION

DRAWING INDEX

T-1	TITLE SHEET
	SURVEY
Z-1	OVERALL SITE PLAN
Z-2	ENLARGED SITE PLAN
Z-3	ELEVATION

DRAWING SCALE

THESE DRAWINGS ARE SCALED TO FULL SIZE AT 22"X34" AND HALF SIZE AT 11"X17". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

SCOPE OF WORK

THIS PROJECT CONSISTS OF:

- CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.
- SITE WORK: NEW TOWER, UNMANNED EQUIPMENT SHELTER ON PLATFORM OR CONCRETE PAD AND UTILITY INSTALLATIONS.

811 Know what's below. Call before you dig. www.call811.com

TILLMAN INFRASTRUCTURE

SCI WIRELESS

ZONING EXHIBIT
NOT FOR CONSTRUCTION

DRAWN BY: DL

CHECKED BY: DL

REV	DATE	DESCRIPTION
0	07/11/2025	ZONING EXHIBIT

TI–OPP #
30946-A
FA #
15811977
SITE NAME:
A - CENTUR BROKEN ARROW OK
TI-05912
SITE ADDRESS:
2300 E. KENOSHA N STREET
BROKEN ARROW, OK 74012

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

LIMITED TOPOGRAPHIC SURVEY

SITE NAME: A - CENTUR BROKEN ARROW OK TI-05912

SITE NO: TI-OPP-30946

2300 EAST KENOSHA STREET NORTH

LOCATED IN: SECTION 1, TOWNSHIP 18 NORTH, RANGE 14 EAST

BROKEN ARROW, TULSA COUNTY, OKLAHOMA 74012

SITE INFORMATION

PARCEL PARCEL:
N/F: CENTURY INVESTMENTS LLC
2300 E KENOSHA ST N
BROKEN ARROW, OKLAHOMA 74012
APN: 81920-84-01-60660
TOTAL AREA:
355,642 ± SQUARE FEET, OR 8.164 ± ACRES

PROPOSED TOWER LEASE PARCEL:
2,500 ± SQUARE FEET, OR 0.057 ± ACRES

PROPOSED ACCESS & UTILITY EASEMENT:
18,702 ± SQUARE FEET, OR 0.429 ± ACRES

PROPOSED TOWER LOCATION

LATITUDE= 36°03'45.44"
LONGITUDE= -95°45'51.96"
ELEVATION: 727.19'

PARKING INFORMATION (TOPOGRAPHIC AREA)

REGULAR= 98
HANDICAP= 0
TOTAL= 98

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 40143C0392L & 40143C0385M, BOTH WHICH BEAR AN EFFECTIVE DATE OF 9/30/2016 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE "X" IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

BASIS OF BEARING

GRID NORTH (0°) NAD83(2011), OK N
BASED ON THE NORTH LINE OF THE PARENT PARCEL. THE BEARING IS DENOTED AS N88°47'39"E.
LATITUDE = 36°03'42.2659"
LONGITUDE = -95°45'51.7544"
CONVERGENCE ANGLE = 1°19'09.6486"

SIGNIFICANT OBSERVATIONS

NONE OBSERVED AT THE TIME OF SURVEY.

UTILITY INFORMATION

THE UTILITIES SHOWN ON THIS DRAWING HEREON HAVE BEEN LOCATED BY FIELD MEASUREMENTS, UTILITY MAP DRAWINGS, AND OKLAHOMA 811 DIG UTILITY LOCATE REQUEST. BLEW AND ASSOCIATES MAKES NO WARRANTY TO THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ANY AND ALL UTILITIES PRIOR TO CONSTRUCTION. PHYSICAL ADDRESS NEEDED TO SUBMIT DIG TICKET

GENERAL NOTES

1. SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.
2. DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.
3. COMPLETED FIELD WORK WAS DECEMBER 27, 2024.
4. THE DISTANCES SHOWN HEREON ARE GRID. COMBINED SCALE FACTOR (GRID TO GROUND) = 1.00008785364273.
5. THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS IT PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN, "A STATEMENT SIGNED BY THE PROFESSIONAL LAND SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER IMPLIED OR EXPRESSED."
6. THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
7. THIS PROJECT WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THIS GROUND SURVEY WAS PERFORMED AT THE 95% CONFIDENCE LEVEL TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS; THAT THIS SURVEY WAS PERFORMED TO MEET THE SPECIFICATIONS FOR TOPOGRAPHIC AND PLANIMETRIC MAPPING CONTAINED IN THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THE ORIGINAL DATA WAS OBTAINED AND THAT THE SURVEY WAS COMPLETED ON DECEMBER 27, 2024; AND ALL COORDINATES ARE BASED ON NAD83(2011) EPOCH 2010.0 AND ALL ELEVATIONS ARE BASED ON NAVD88.
8. ELEVATIONS ESTABLISHED WITH GPS STATIC OBSERVATIONS UTILIZING ONLINE POSITIONING USER SERVICE (OPUS) FOR POST PROCESSING, VERTICAL DATUM BASED UPON NORTH AMERICAN VERTICAL DATUM (NAVD88) IN US SURVEY FEET. CONTOURS SHOWN ARE AT ONE FOOT INTERVALS.

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN AMERICAN SECURITY TITLE INSURANCE COMPANY, TITLE COMMITMENT NUMBER: 2406586, WITH A COMMITMENT DATE OF NOVEMBER 14, 2024 AT 7:30 A.M..

SCHEDULE A DESCRIPTION

A PORTION OF LOT ONE (1), BLOCK ONE (1), OF WAL-MART CENTER ADDITION RECORDED AS PLAT NO. 4613 IN THE COUNTY CLERK'S OFFICE OF TULSA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT ONE (1), BLOCK ONE (1), NORTH 88°46'30" EAST ALONG THE NORTH LINE OF SAID LOT ONE (1) A DISTANCE OF 795.57 FEET; THENCE SOUTH 01°19'16" EAST ALONG THE EAST LINE OF SAID LOT ONE (1), ALSO BEING THE WEST RIGHT-OF-WAY LINE OF N. 23RD STREET A DISTANCE OF 450.56 FEET; THENCE SOUTH 88°46'49" WEST ALONG THE COMMON LOT LINE OF LOT ONE (1) AND LOT THREE (3) OF BLOCK ONE (1) A DISTANCE OF 170.00 FEET; THENCE SOUTH 88°49'30" WEST A DISTANCE OF 409.58 FEET; THENCE SOUTH 01°19'06" EAST A DISTANCE OF 145.32 FEET TO A POINT ON THE SOUTH LINE OF LOT ONE (1), BLOCK ONE (1); THENCE SOUTH 88°46'49" WEST ALONG THE SOUTH LINE OF LOT ONE (1), ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF EAST 71ST STREET, A DISTANCE OF 66.01 FEET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT TWO (2), BLOCK ONE (1); THENCE NORTH 01°19'06" WEST ALONG THE COMMON LOT LINE OF LOT ONE (1) AND LOT TWO (2) A DISTANCE OF 225.00 FEET TO THE NORTHEAST CORNER OF LOT TWO (2); THENCE SOUTH 88°46'49"WEST ALONG THE COMMON LOT LINE OF LOT ONE (1) AND TWO (2) A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF LOT TWO (2); THENCE NORTH 01°19'06" WEST ALONG THE WEST LINE OF LOT ONE (1) A DISTANCE OF 370.49 FEET TO THE POINT OR PLACE OF BEGINNING.

NOTES CORRESPONDING TO SCHEDULE B

10 — EASEMENT IN FAVOR OF THE CITY OF BROKEN ARROW RECORDED IN BOOK 3625, PAGE 119.
(AFFECTS, PLOTTED AS SHOWN)

11 — WARRANTY DEED IN FAVOR OF THE STATE OF OKLAHOMA RECORDED IN BOOK 4411, PAGE 1801.
(DOES NOT AFFECT, FALLS WITHIN THE CURRENT RIGHT-OF-WAY)

12 — ALL MATTERS SET FORTH IN PLAT OF WAL-MART CENTER RECORDED PLAT NO. 4613.
(AFFECTS, PLOTTED AS SHOWN)

13 — COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DEED DEDICATION RECORDED IN RATIFICATION OF PLAT AND DEED OF DEDICATION RECORDED IN BOOK 5009, PAGE 1005.
(AFFECTS, BLANKET IN NATURE)

14 — STORM WATER DRAINAGE EASEMENT IN FAVOR OF WLM RETAIL TRUST; TRAMLAW REMAINDERMAN LIMITED PARTNERSHIP RECORDED IN BOOK 7163, PAGE 1392.
(DOES NOT AFFECT, LIES NORTH OF THE SUBJECT PROPERTY)

15 — CROSS ACCESS EASEMENT AGREEMENT BY AND BETWEEN TRAMLAW REMAINDERMAN LP AND RNM PROPERTIES, LLC,INC. RECORDED AS DOCUMENT NO. 2017090297.
(AFFECTS, BLANKET IN NATURE)

16 — UTILITY EASEMENT IN FAVOR OF THE CITY OF BROKEN ARROW RECORDED AS DOCUMENT NO. 2021087742.
(AFFECTS, PLOTTED AS SHOWN)

17 — AGREEMENT OF RESTRICTIVE COVENANTS BY AND BETWEEN CENTURY INVESTMENTS, LLC AND DIXIELOU RE LLC RECORDED AS DOCUMENT NO. 2021073700.
(AFFECTS, BLANKET IN NATURE)

18 — AGREEMENT OF RESTRICTIVE COVENANTS BY AND BETWEEN CENTURY INVESTMENTS, LLC AND KENOSHA BA CASA, LLC RECORDED AS DOCUMENT NO. 2023013380.
(AFFECTS, BLANKET IN NATURE)

19 — DECLARATION OF RECIPROCAL ACCESS EASEMENT BY CENTURY INVESTMENTS, LLC RECORDED AS DOCUMENT NO. 2023011961.
(AFFECTS, PLOTTED AS SHOWN)

AS-SURVEYED PROPOSED TOWER LEASE DESCRIPTION

A PORTION OF LOT ONE (1), BLOCK ONE (1), OF WAL-MART CENTER ADDITION RECORDED AS PLAT NO. 4613 IN THE COUNTY CLERK'S OFFICE OF TULSA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/8" REBAR BEING THE NORTHWEST CORNER OF LOT ONE (2), BLOCK ONE (1) OF WAL-MART CENTER ADDITION OF LANDS NOW OR FORMERLY OF KO HUTS, INC AS RECORDED IN PLAT NO. 4613; THENCE N88°42'50"E 150.00 FEET TO THE NORTHEAST CORNER OF LOT TWO (2), BLOCK TWO (2) OF WAL-MART CENTER ADDITION; THENCE S01°19'37"E 225.00 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF EAST KENOSHA STREET; THENCE ALONG SAID RIGHT-OF-WAY N88°46'18"E 18.01 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE LEAVING SAID RIGHT-OF-WAY N01°19'33"W A DISTANCE OF 215.84 FEET;

THENCE WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 30.00 FEET, HAVING AN ARC LENGTH OF 47.06 FEET, WITH A CHORD BEARING OF N46°15'57"W, WITH A DELTA ANGLE OF 89°52'47", AND A CHORD LENGTH OF 42.38 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE S88°50'49"W A DISTANCE OF 28.88 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 60.00 FEET, HAVING AN ARC LENGTH OF 94.12 FEET, WITH A CHORD BEARING OF N46°15'57"W, WITH A DELTA ANGLE OF 89°52'47", AND A CHORD LENGTH OF 84.76 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE N01°19'33"W A DISTANCE OF 178.09 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE S88°47'39"W A DISTANCE OF 29.31 FEET TO A SET 5/8" REBAR;

THENCE N01°19'46"W A DISTANCE OF 30.00 FEET TO A SET 5/8" REBAR TO THE POINT OF BEGINNING (NORTHING: 394393.31; EASTING: 2629165.75);

THENCE N01°12'21"W A DISTANCE OF 51.50 FEET TO A SET 5/8" REBAR;

THENCE N88°47'39"E A DISTANCE OF 52.00 FEET TO A SET 5/8" REBAR;

THENCE S01°12'21"E A DISTANCE OF 20.50 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE S19°04'16"W A DISTANCE OF 33.05 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE S88°47'39"W A DISTANCE OF 40.55 FEET TO A SET 5/8" REBAR TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 2,500 SQUARE FEET, OR 0.057 ACRES, MORE OR LESS. SUBJECT TO EASEMENT AND RIGHTS-OF-WAY OF RECORD. BEARINGS BASED ON OKLAHOMA GRID NORTH, NAD83, NORTH ZONE.

AS-SURVEYED PROPOSED ACCESS & UTILITY EASEMENT DESCRIPTION

A PORTION OF LOT ONE (1), BLOCK ONE (1), OF WAL-MART CENTER ADDITION RECORDED AS PLAT NO. 4613 IN THE COUNTY CLERK'S OFFICE OF TULSA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/8" REBAR BEING THE NORTHWEST CORNER OF LOT ONE (2), BLOCK ONE (1) OF WAL-MART CENTER ADDITION OF LANDS NOW OR FORMERLY OF KO HUTS, INC AS RECORDED IN PLAT NO. 4613; THENCE N88°42'50"E 150.00 FEET TO THE NORTHEAST CORNER OF LOT TWO (2), BLOCK TWO (2) OF WAL-MART CENTER ADDITION; THENCE S01°19'37"E 225.00 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT, ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF EAST KENOSHA STREET; THENCE ALONG SAID RIGHT-OF-WAY N88°46'18"E 18.01 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387" THE POINT OF BEGINNING (NORTHING: 393882.80; EASTING: 2629325.61);

THENCE LEAVING SAID RIGHT-OF-WAY N01°19'33"W A DISTANCE OF 215.84 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 30.00 FEET, HAVING AN ARC LENGTH OF 47.06 FEET, WITH A CHORD BEARING OF N46°15'57"W, WITH A DELTA ANGLE OF 89°52'47", AND A CHORD LENGTH OF 42.38 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE S88°50'49"W A DISTANCE OF 28.88 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 60.00 FEET, HAVING AN ARC LENGTH OF 94.12 FEET, WITH A CHORD BEARING OF N46°15'57"W, WITH A DELTA ANGLE OF 89°52'47", AND A CHORD LENGTH OF 84.76 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE N01°19'33"W A DISTANCE OF 178.09 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE S88°47'39"W A DISTANCE OF 29.31 FEET TO A SET 5/8" REBAR;

THENCE N01°19'46"W A DISTANCE OF 30.00 FEET TO A SET 5/8" REBAR;

THENCE PASSING THROUGH A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387" N88°47'39"E A DISTANCE OF 40.55 FEET, A TOTAL DISTANCE OF 59.31 FEET TO A ET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE S01°19'33"E A DISTANCE OF 208.13 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 30.00 FEET, HAVING AN ARC LENGTH OF 47.06 FEET, WITH A CHORD BEARING OF S46°15'57"E, WITH A DELTA ANGLE OF 89°52'47", AND A CHORD LENGTH OF 42.38 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE N88°50'49"E A DISTANCE OF 28.88 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 60.00 FEET, HAVING AN ARC LENGTH OF 94.12 FEET, WITH A CHORD BEARING OF S46°15'58"E, WITH A DELTA ANGLE OF 89°52'45", AND A CHORD LENGTH OF 84.76 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387";

THENCE S01°19'33"E A DISTANCE OF 215.89 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387" BEING IN THE NORTHERLY RIGHT-OF-WAY LINE OF EAST KENOSHA STREET;

THENCE ALONG SAID RIGHT-OF-WAY S88°46'18"W A DISTANCE OF 30.00 FEET TO A SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387" TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 18,702 SQUARE FEET, OR 0.429 ACRES, MORE OR LESS. SUBJECT TO EASEMENT AND RIGHTS-OF-WAY OF RECORD. BEARINGS BASED ON OKLAHOMA GRID NORTH, NAD83, NORTH ZONE.

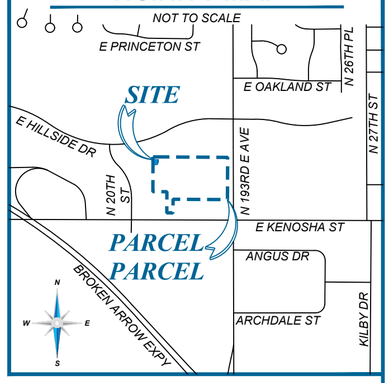
SURVEY FOR:

SCI WIRELESS

Tillman Infrastructure

TILLMAN INFRASTRUCTURE, LLC

VICINITY MAP



SEE SHEET 2 OF 4 FOR BOUNDARY & EASEMENT DETAIL

SEE SHEETS 3 & 4 OF 4 FOR TOPOGRPAHIC DEPICTION

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 3RD DAY OF JANUARY, 2024.

THE FIELD WORK WAS COMPLETED ON 12/27/2024.

DATE OF PLAT OR MAP: 04/25/2025

04/25/2025
DATED

LICENSED PROFESSIONAL LAND SURVEYOR
DENVER WINCHESTER
1952
OKLAHOMA

DENVER WINCHESTER
PROFESSIONAL LAND SURVEYOR NO. 1952
STATE OF OKLAHOMA
OKLAHOMA COA 5387

BLEW
Surveying | Engineering | Environmental
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 24-9908	SURVEY DRAWN BY: KAN - 01/06/2025
SURVEY REVIEWED BY: JMC	SHEET: 1 OF 4

LIMITED TOPOGRAPHIC SURVEY

SITE NAME: A - CENTUR BROKEN ARROW OK TI-05912

SITE NO: TI-OPP-30946

2300 EAST KENOSHA STREET NORTH

LOCATED IN: SECTION 1, TOWNSHIP 18 NORTH, RANGE 14 EAST

BROKEN ARROW, TULSA COUNTY, OKLAHOMA 74012

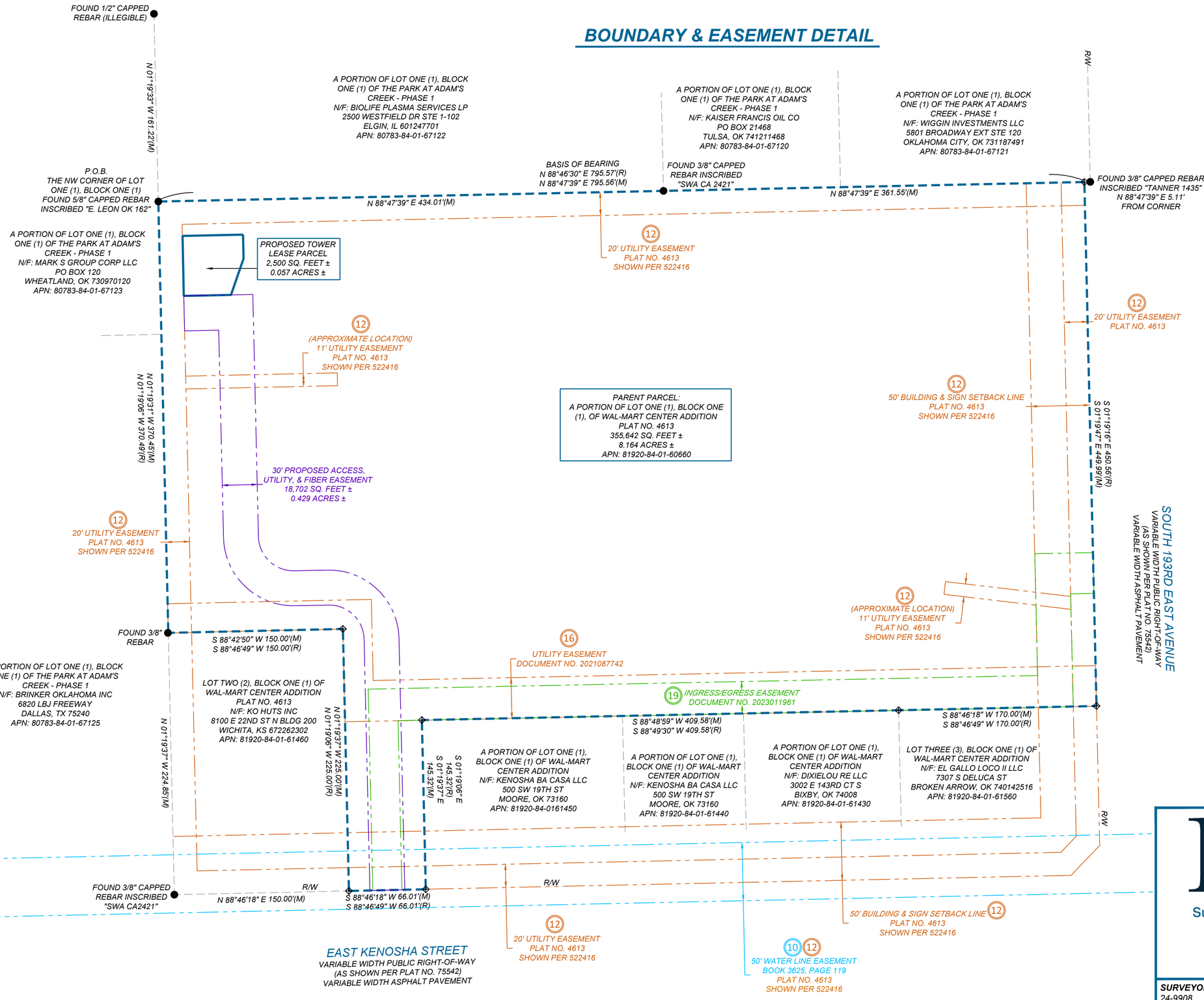
N

W E

S

SCALE: 1" = 60'
GRAPHIC SCALE
0 30' 60' 120'

BOUNDARY & EASEMENT DETAIL



LEGEND & SYMBOLS

●	FOUND MONUMENT AS NOTED
○	SET MONUMENT AS NOTED
⊕	COMPUTED POINT
⊠	CENTER OF PROPOSED TOWER
	FIRE HYDRANT
	LIGHT
Ⓢ	SANITARY MANHOLE
	GUY ANCHOR
Ø	POWER POLE
EM	ELECTRIC METER
	SIGN
T	TELEPHONE PEDESTAL
	CLEANOUT
R/W	RIGHT-OF-WAY
PS	PARKING SPACE(S)
BOC	BACK OF CURB
FL	FLOW LINE
EA	EDGE OF ASPHALT
TA	TOP OF ASPHALT
EC	EDGE OF CONCRETE
TC	TOP OF CONCRETE
SW	SIDEWALK
NG	NATURAL GROUND
(M)	MEASURED/CALCULATED DIMENSION
(R)	RECORD DIMENSION
N/F	NOW OR FORMERLY
FFE	FINISHED FLOOR ELEVATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
	PROPOSED TOWER PARCEL LINE
	PARENT PARCEL LINE
	MAJOR CONTOUR LINE
	MINOR CONTOUR LINE
	EASEMENT LINE
R/W	RIGHT-OF-WAY LINE
— x — x — x —	FENCE LINE
— OP — OP — OP —	OVERHEAD POWER LINE

LICENSED PROFESSIONAL LAND SURVEYOR
DENVER WINCHESTER
1952
OKLAHOMA

BLEW
Surveying | Engineering | Environmental
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 24-9908	**SURVEY DRAWN BY:** KAN - 01/06/2025
SURVEY REVIEWED BY: JMC	**SHEET:** 2 OF 4

LIMITED TOPOGRAPHIC SURVEY

SITE NAME: A - CENTUR BROKEN ARROW OK TI-05912

SITE NO: TI-OPP-30946

2300 EAST KENOSHA STREET NORTH

LOCATED IN: SECTION 1, TOWNSHIP 18 NORTH, RANGE 14 EAST

BROKEN ARROW, TULSA COUNTY, OKLAHOMA 74012

TOPOGRAPHIC DEPICTION

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(M)	30.00'	47.06'	42.38'	N 46°15'57" W	89°52'47"
C2(M)	60.00'	94.12'	84.76'	N 46°15'57" W	89°52'47"
C3(M)	30.00'	47.06'	42.38'	S 46°15'57" E	89°52'47"
C4(M)	60.00'	94.12'	84.76'	S 46°15'58" E	89°52'45"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°46'18" E	18.01'(M)
L2	S 88°47'39" W	29.31'(M)
L3	S 01°12'21" E	20.50'(M)
L4	S 88°47'39" W	40.55'(M)
L5	N 88°47'39" E	18.76'(M)

P.O.B. THE NW CORNER OF LOT ONE (1), BLOCK ONE (1) FOUND 5/8" CAPPED REBAR INSCRIBED "E. LEON OK 162"

12 20' UTILITY EASEMENT PLAT NO. 4613

SET 5/8" REBAR WITH CAP "COA OK 5387" N 88°47'39" E 52.00'(M)

SET 5/8" REBAR WITH CAP "COA OK 5387"

PROPOSED TOWER LOCATION
LATITUDE: 36°03'45.44"
LONGITUDE: 95°45'51.96"
ELEVATION: 727.19'

SET MAG-NAIL W/ SHINER INSCRIBED "COA OK 5387"

PROPOSED TOWER LEASE PARCEL
2,500 SQ. FEET ±
0.057 ACRES ±

PARENT PARCEL:
A PORTION OF LOT ONE (1), BLOCK ONE (1), OF WAL-MART CENTER ADDITION PLAT NO. 4613
355,642 SQ. FEET ±
8.164 ACRES ±
APN: 81920-84-01-60660

A PORTION OF LOT ONE (1), BLOCK ONE (1) OF THE PARK AT ADAM'S CREEK - PHASE 1
N/F: MARK S GROUP CORP LLC
PO BOX 120
WHEATLAND, OK 730970120
APN: 80783-84-01-67123

CLOSET BUILDING CORNER 163.7'±

P.O.B. OF PROPOSED TOWER LEASE PARCEL SET 5/8" REBAR WITH CAP "COA OK 5387" (NORTHING: 394393.31; EASTING: 2629165.75)

SET 5/8" REBAR WITH CAP "COA OK 5387"

SET MAG-NAIL W/ SHINER INSCRIBED "COA OK 5387"

SET MAG-NAIL W/ SHINER INSCRIBED "COA OK 5387"

SET MAG-NAIL W/ SHINER INSCRIBED "COA OK 5387"

NG

(APPROXIMATE LOCATION) 12 11' UTILITY EASEMENT PLAT NO. 4613

A PORTION OF LOT ONE (1), BLOCK ONE (1) OF THE PARK AT ADAM'S CREEK - PHASE 1
N/F: BRINKER OKLAHOMA INC
6820 LBJ FREEWAY
DALLAS, TX 75240
APN: 80783-84-01-67125

12 20' UTILITY EASEMENT PLAT NO. 4613

30' PROPOSED ACCESS, UTILITY, & FIBER EASEMENT
18,702 SQ. FEET ±
0.429 ACRES ±

EXISTING BUILDING

N

W E

S

SCALE: 1" = 20'
GRAPHIC SCALE
0 10' 20' 40'

TEMPORARY BENCHMARK INFORMATION

TBM-1
SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387"
NORTHING: 393883.45
EASTING: 2629355.59
ELEVATION: 730.88'

TBM-2
SET MAG-NAIL W/ SHINER INSCRIBED "COA 5387"
NORTHING: 394157.86
EASTING: 2629289.38
ELEVATION: 729.44'

MATCH LINE SHEET 3
MATCH LINE SHEET 4

LEGEND & SYMBOLS

●	FOUND MONUMENT AS NOTED
○	SET MONUMENT AS NOTED
⌖	COMPUTED POINT
	CENTER OF PROPOSED TOWER
	FIRE HYDRANT
✳	LIGHT
Ⓢ	SANITARY MANHOLE
	GUY ANCHOR
	POWER POLE
EM	ELECTRIC METER
	SIGN
T	TELEPHONE PEDESTAL
CO	CLEANOUT
R/W	RIGHT-OF-WAY
PS	PARKING SPACE(S)
BOC	BACK OF CURB
FL	FLOW LINE
EA	EDGE OF ASPHALT
TA	TOP OF ASPHALT
EC	EDGE OF CONCRETE
TC	TOP OF CONCRETE
SW	SIDEWALK
NG	NATURAL GROUND
(M)	MEASURED/CALCULATED DIMENSION
(R)	RECORD DIMENSION
N/F	NOW OR FORMERLY
FFE	FINISHED FLOOR ELEVATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
	PROPOSED TOWER PARCEL LINE
	PARENT PARCEL LINE
	MAJOR CONTOUR LINE
	MINOR CONTOUR LINE
	EASEMENT LINE
R/W	RIGHT-OF-WAY LINE
	FENCE LINE
OHP	OVERHEAD POWER LINE

LICENSED PROFESSIONAL LAND SURVEYOR
DENVER WINCHESTER
1952
OKLAHOMA

BLEW
Surveying | Engineering | Environmental

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 24-9908	**SURVEY DRAWN BY:** KAN - 01/06/2025
SURVEY REVIEWED BY: JMC	**SHEET:** 3 OF 4

LIMITED TOPOGRAPHIC SURVEY

SITE NAME: A - CENTUR BROKEN ARROW OK TI-05912

SITE NO: TI-OPP-30946

2300 EAST KENOSHA STREET NORTH

LOCATED IN: SECTION 1, TOWNSHIP 18 NORTH, RANGE 14 EAST

BROKEN ARROW, TULSA COUNTY, OKLAHOMA 74012

LEGEND & SYMBOLS

●	FOUND MONUMENT AS NOTED	EC	EDGE OF CONCRETE
○	SET MONUMENT AS NOTED	TC	TOP OF CONCRETE
⊕	COMPUTED POINT	SW	SIDEWALK
CL	CENTER OF PROPOSED TOWER	NG	NATURAL GROUND
	FIRE HYDRANT	(M)	MEASURED/CALCULATED DIMENSION
✳	LIGHT	(R)	RECORD DIMENSION
Ⓢ	SANITARY MANHOLE	N/F	NOW OR FORMERLY
	GUY ANCHOR	FFE	FINISHED FLOOR ELEVATION
Ø	POWER POLE	P.O.C.	POINT OF COMMENCEMENT
EM	ELECTRIC METER	P.O.B.	POINT OF BEGINNING
	SIGN		PROPOSED TOWER PARCEL LINE
T	TELEPHONE PEDESTAL		PARENT PARCEL LINE
○CO	CLEANOUT		MAJOR CONTOUR LINE
R/W	RIGHT-OF-WAY		MINOR CONTOUR LINE
PS	PARKING SPACE(S)		EASEMENT LINE
BOC	BACK OF CURB	R/W	RIGHT-OF-WAY LINE
FL	FLOW LINE	— x — x —	FENCE LINE
EA	EDGE OF ASPHALT	OP OP OP	OVERHEAD POWER LINE
TA	TOP OF ASPHALT		

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(M)	30.00'	47.06'	42.38'	N 46°15'57" W	89°52'47"
C2(M)	60.00'	94.12'	84.76'	N 46°15'57" W	89°52'47"
C3(M)	30.00'	47.06'	42.38'	S 46°15'57" E	89°52'47"
C4(M)	60.00'	94.12'	84.76'	S 46°15'58" E	89°52'45"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°46'18" E	18.01'(M)
L2	S 88°47'39" W	29.31'(M)
L3	S 01°12'21" E	20.50'(M)
L4	S 88°47'39" W	40.55'(M)
L5	N 88°47'39" E	18.76'(M)

TEMPORARY BENCHMARK INFORMATION

TBM-1
SET MAG-NAIL W/ SHINER
INSCRIBED "COA 5387"
NORTHING: 393883.45
EASTING: 2629355.59
ELEVATION: 730.88'

TBM-2
SET MAG-NAIL W/ SHINER
INSCRIBED "COA 5387"
NORTHING: 394157.86
EASTING: 2629289.38
ELEVATION: 729.44'

LICENSED PROFESSIONAL LAND SURVEYOR
DENVER WINCHESTER
1952
OKLAHOMA

MATCH LINE SHEET 3
MATCH LINE SHEET 4

12 20' UTILITY EASEMENT PLAT NO. 4613

12 UTILITY EASEMENT DOCUMENT NO. 2021087742

19 INGRESS/EGRESS EASEMENT DOCUMENT NO. 2023011961

10 50' WATER LINE EASEMENT BOOK 3625, PAGE 119

12 50' BUILDING & SIGN SETBACK LINE PLAT NO. 4613

PARENT PARCEL:
A PORTION OF LOT ONE (1), BLOCK ONE (1), OF WAL-MART CENTER ADDITION PLAT NO. 4613
355,642 SQ. FEET ±
8.164 ACRES ±
APN: 81920840160660

P.O.C. OF PROPOSED ACCESS, UTILITY, & FIBER EASEMENT & PROPOSED TOWER LEASE PARCEL
FOUND 3/8" REBAR

P.O.B. OF PROPOSED ACCESS, UTILITY, & FIBER EASEMENT
SET MAG-NAIL W/ SHINER INSCRIBED "COA OK 5387"
(NORTHING: 393882.80; EASTING: 2629325.61)

30' PROPOSED ACCESS, UTILITY, & FIBER EASEMENT
18,702 SQ. FEET ±
0.429 ACRES ±

A PORTION OF LOT ONE (1), BLOCK ONE (1) OF THE PARK AT ADAM'S CREEK - PHASE 1
N/F: BRINKER OKLAHOMA INC
6820 LBJ FREEWAY
DALLAS, TX 75240
APN: 80783-84-01-67125

LOT TWO (2), BLOCK ONE (1) OF WAL-MART CENTER ADDITION
PLAT NO. 4613
N/F: KO HUTS INC
8100 E 22ND ST N BLDG 200
WICHITA, KS 672262302
APN: 81920-84-01-61460

A PORTION OF LOT ONE (1), BLOCK ONE (1) OF WAL-MART CENTER ADDITION
N/F: KENOSHA BA CASA LLC
500 SW 19TH ST
MOORE, OK 73160
APN: 81920-84-0161450

EXISTING BUILDING

SET MAG-NAIL W/ SHINER INSCRIBED "COA OK 5387"

TBM-2
SET MAG-NAIL W/ SHINER INSCRIBED "COA OK 5387"

TBM-1
SET MAG-NAIL W/ SHINER INSCRIBED "COA OK 5387"

N 88°50'49" E 28.88'(M)
S 88°50'49" W 28.88'(M)
S 88°42'50" W 150.00'(M)
S 88°46'49" W 150.00'(R)
N 01°19'37" W 225.00'(M)
N 01°19'06" W 225.00'(R)
S 01°19'33" E 215.89'(M)
N 01°19'33" W 215.84'(M)
S 01°19'06" E 145.32'(R)
S 01°19'37" E 145.32'(M)
S 88°48'59" W 409.58'(M)
S 88°49'30" W 409.58'(R)
ACCESS
S 88°46'18" W 30.00'(M)
S 88°46'18" W 66.01'(M)
S 88°46'49" W 66.01'(R)
N 88°46'18" E 150.00'(M)

729' 730' 731' 17 PS

CONCRETE

FOUND 3/8" CAPPED REBAR INSCRIBED "SWA CA2421"

EAST KENOSHA STREET
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
(AS SHOWN PER PLAT NO. 75542)
VARIABLE WIDTH ASPHALT PAVEMENT

N
W E
S

SCALE: 1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

TOPOGRAPHIC DEPICTION

BLEW
Surveying | Engineering | Environmental

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 24-9908	SURVEY DRAWN BY: KAN - 01/06/2025
SURVEY REVIEWED BY: JMC	SHEET: 4 OF 4

1 Z-1 OVERALL SITE PLAN

SCALE: 22"x34" SCALE: 1" = 40'–0"
11"x17" SCALE: 1" = 80'–0"
40' 20' 0" 40'

2 Z-1 CLOSEST RESIDENTAL PROPERTY

SCALE: 22"x34" SCALE: 1" = 100'–0"
11"x17" SCALE: 1" = 200'–0"
100' 50' 0" 100'

TILLMAN INFRASTRUCTURE

SCI WIRELESS

ZONING EXHIBIT
NOT FOR CONSTRUCTION

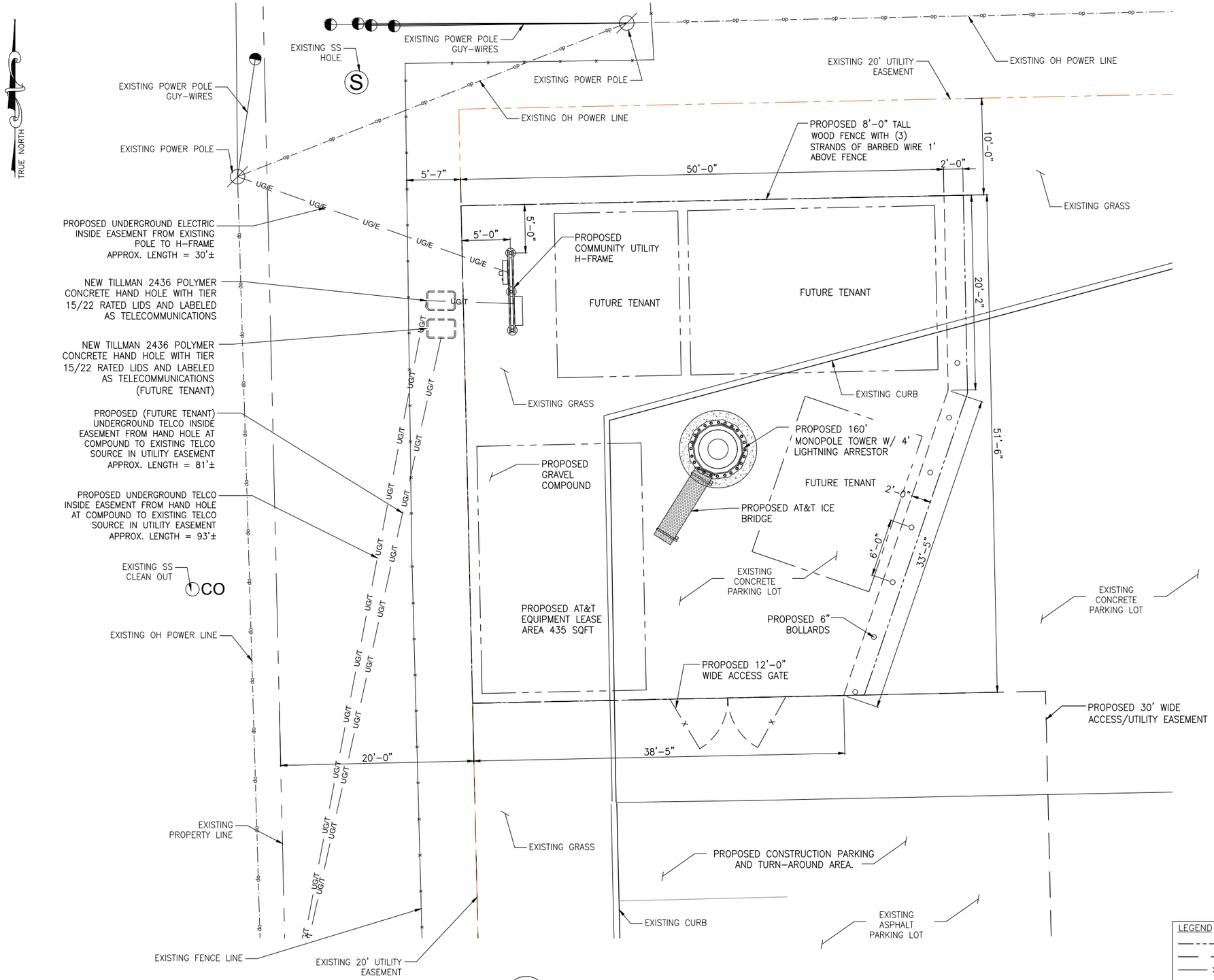
DRAWN BY:	DL
CHECKED BY:	DL

REV	DATE	DESCRIPTION
0	07/11/2025	ZONING EXHIBIT

TI–OPP #
30946-A
FA #
15811977
SITE NAME:
A - CENTUR BROKEN ARROW OK
TI-05912
SITE ADDRESS:
2300 E. KENOSHA N STREET
BROKEN ARROW, OK 74012

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
Z-1



1 Z-2 ENLARGED SITE PLAN

SCALE: 22"x34" SCALE: 3/16" = 1'-0"
11"x17" SCALE: 3/32" = 1'-0"
4' 2' 0" 4'

LEGEND

- PROPOSED LEASE LINE
- PROPOSED EASEMENT
- PROPOSED FENCE
- EXISTING FENCE
- EXISTING PAVEMENT
- EXISTING PROPERTY LINE

NOTE: AT&T IS THE ANCHOR TENANT.

TILLMAN INFRASTRUCTURE

SCI WIRELESS

ZONING EXHIBIT
NOT FOR CONSTRUCTION

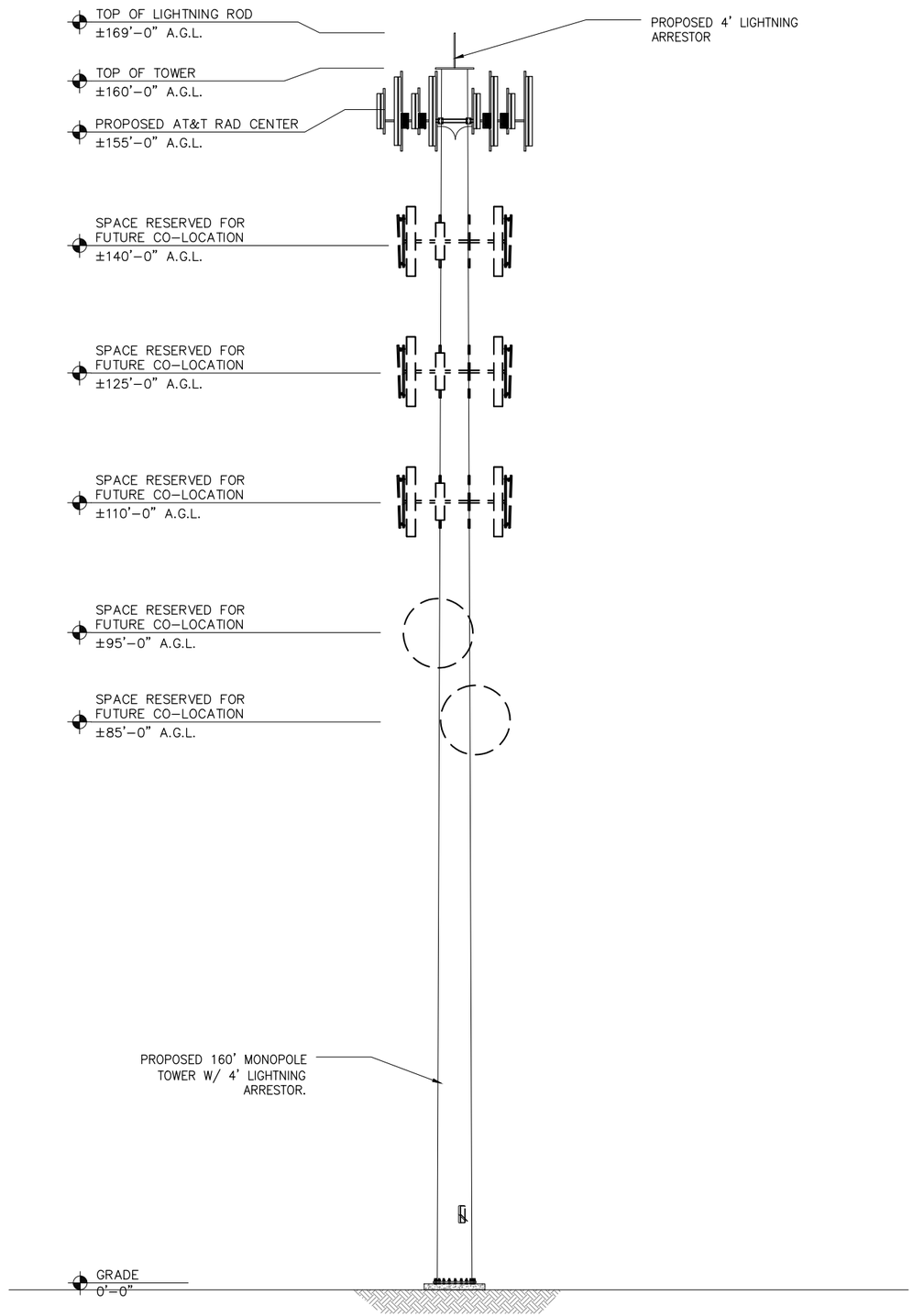
DRAWN BY:	DL
CHECKED BY:	DL

REV	DATE	DESCRIPTION
0	07/11/2025	ZONING EXHIBIT

TI-OPP #
30946-A
FA #
15811977
SITE NAME:
A - CENTUR BROKEN ARROW OK
TI-05912
SITE ADDRESS:
2300 E. KENOSHA N STREET
BROKEN ARROW, OK 74012

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
Z-2



1 / Z-3 TOWER ELEVATION
SCALE: NTS

TILLMAN INFRASTRUCTURE

SCI WIRELESS

ZONING EXHIBIT
NOT FOR CONSTRUCTION

DRAWN BY:	DL
CHECKED BY:	DL

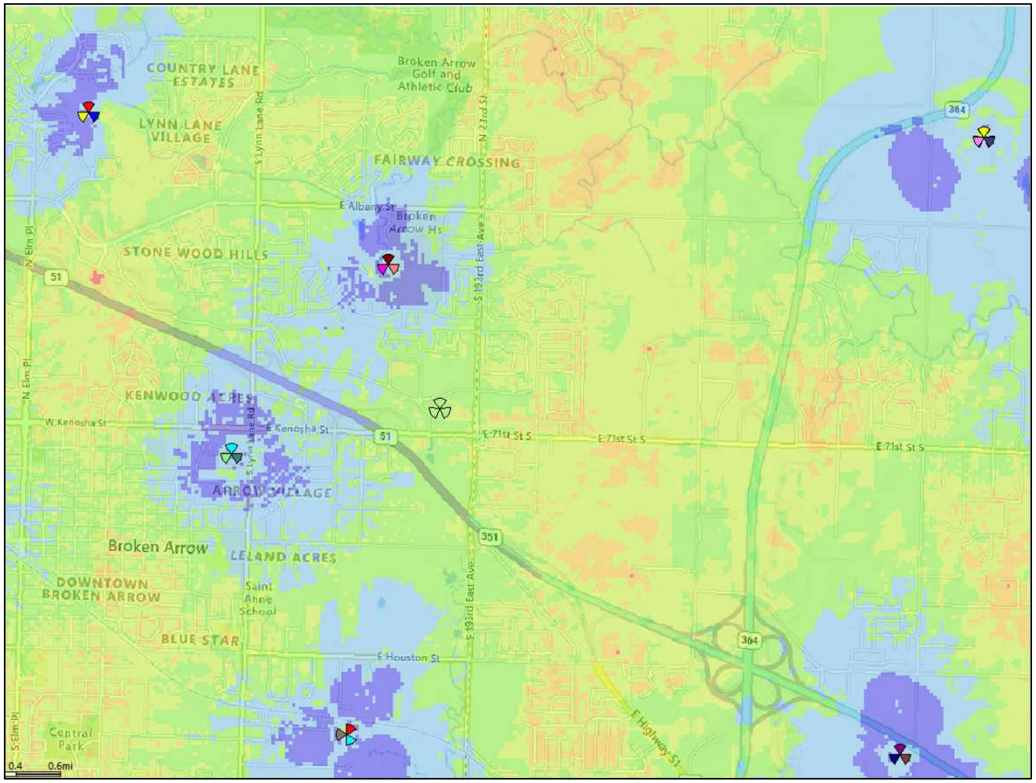
REV	DATE	DESCRIPTION
0	07/11/2025	ZONING EXHIBIT

TI–OPP #
30946-A
FA #
15811977
SITE NAME:
A - CENTUR BROKEN ARROW OK
TI-05912
SITE ADDRESS:
2300 E. KENOSHA N STREET
BROKEN ARROW, OK 74012

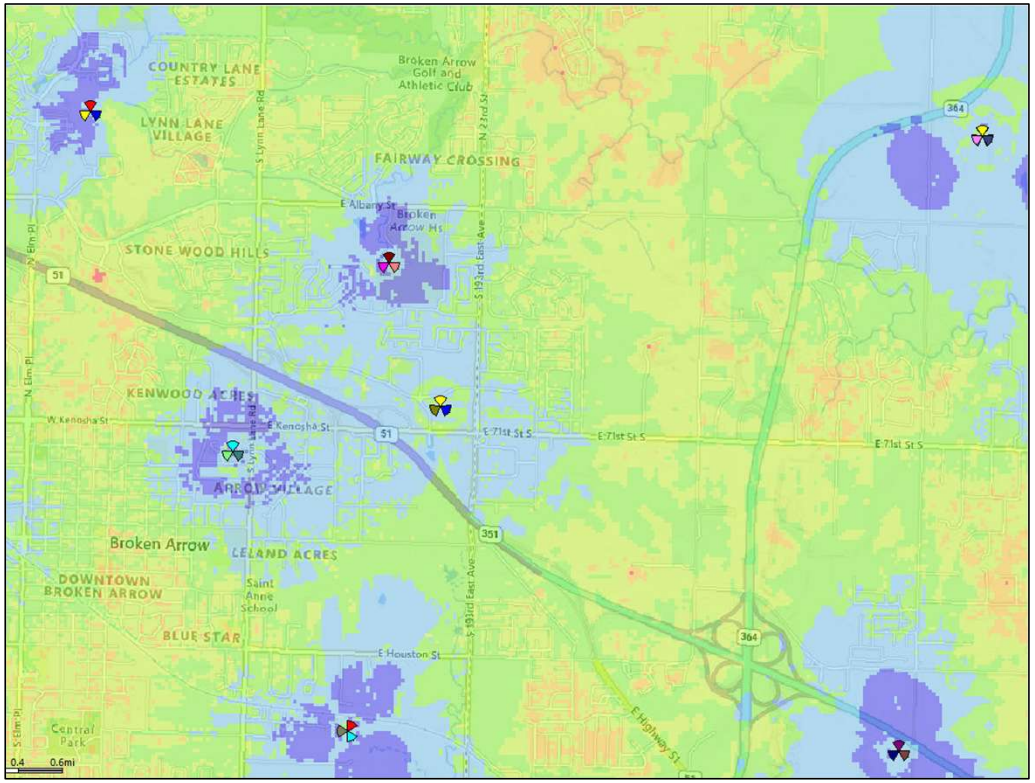
SHEET TITLE
ELEVATION

SHEET NUMBER
Z-3

Existing Network Coverage



NSB Coverage: 155’ RAD



LTE: RSRP (dBm) - Indoor

- RSRP Level (DL) (dBm) >=-66
- RSRP Level (DL) (dBm) >=-76
- RSRP Level (DL) (dBm) >=-86
- RSRP Level (DL) (dBm) >=-96
- RSRP Level (DL) (dBm) >=-106
- RSRP Level (DL) (dBm) >=-116

City of Broken Arrow

Request for Action

File #: 25-1373, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Acceptance of a Temporary Construction Easement for Parcel 1.A, consisting of 45,545 square feet, located on the east side of Millicent Pond II, south of West Houston Street and east of South Olive Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 16, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Kyle E. Hunt, Co-Trustee of the Kyle E. & Rebecca Carol Hunt Revocable Trust, DTD. August 4, 2004, for the Millicent Pond II Drainage Improvements, Parcel 1.A (Project No. SW26120)

Background:
The attached Temporary Construction Easement is being donated to the City of Broken Arrow, a municipal corporation, from Kyle E. Hunt, Co-Trustee of the Kyle E. & Rebecca Carol Hunt Revocable Trust, DTD. August 4, 2004, the owner. Parcel 1.A consists of 45,545 square feet of temporary construction easement, located south of West Houston Street and east of South Olive Avenue in Broken Arrow, in the Northwest Quarter of Section 16, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma.

Cost:	$0
Funding Source:	N/A
Requested By:	Charlie Bright, P.E., Director of Engineering and Construction
Approved By:	City Manager's Office
Attachments:	Temporary Construction Easement Donation Certificate

Recommendation:
Accept the Temporary Construction Easement

DONATION CERTIFICATE

Project: SW26120 County: TULSA State: OK Parcel: 1.A

I, the undersigned, certify that I am fully aware of the use of this parcel of property for the following purpose:

a. As a permanent right-of-way ☐
b. As a permanent easement ☐
c. As a temporary construction easement ☒

I, hereby, elect to convey use of this parcel of property to the City of Broken Arrow, Oklahoma by Donation.

X Kyle Hunt	Kyle Hunt	9-25-25
Signature	Printed Name	Date
X		
Signature	Printed Name	Date
	Acquisition Agent	
Agent Signature	Title	Date

Call Mr. Hunt to meet on site when work begins. to discuss where clearing will be done.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **KYLE E. HUNT ~~AND REBECCA CAROL HUNT~~, CO-TRUSTEE$ OF THE KYLE E. & REBECCA CAROL HUNT REVOCABLE TRUST, DTD. AUGUST 4, 2004,** the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, a temporary easement, through, over, and under, and across the following described property, situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 25th day of September 2025.

Kyle E. Hunt

Kyle E. Hunt, Trustee

~~**Rebecca Carol Hunt, Trustee**~~

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of September, 2025, personally appeared KYLE E. HUNT ~~AND REBECCA CAROL HUNT~~, CO-TRUSTEES OF THE KYLE E. & REBECCA CAROL HUNT REVOCABLE TRUST, DTD. AUGUST 4, 2004, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: SAW Date: 9-25-2025
Project: SW26120 Millicent Pond II Drainage Improvements
Parcel 1.A

HUNT, KYLE & REBECA CAROL TRUST
TEMPORARY CONSTRUCTION EASEMENT
45,545.00 SQ FEET, OR 1.05 ACRES

OWNER:

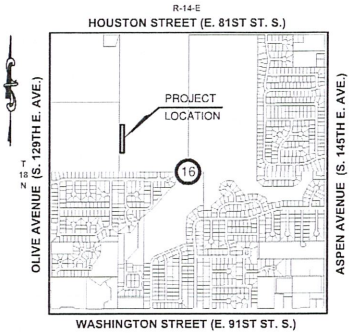
HUNT, KYLE & REBECA CAROL TRUST

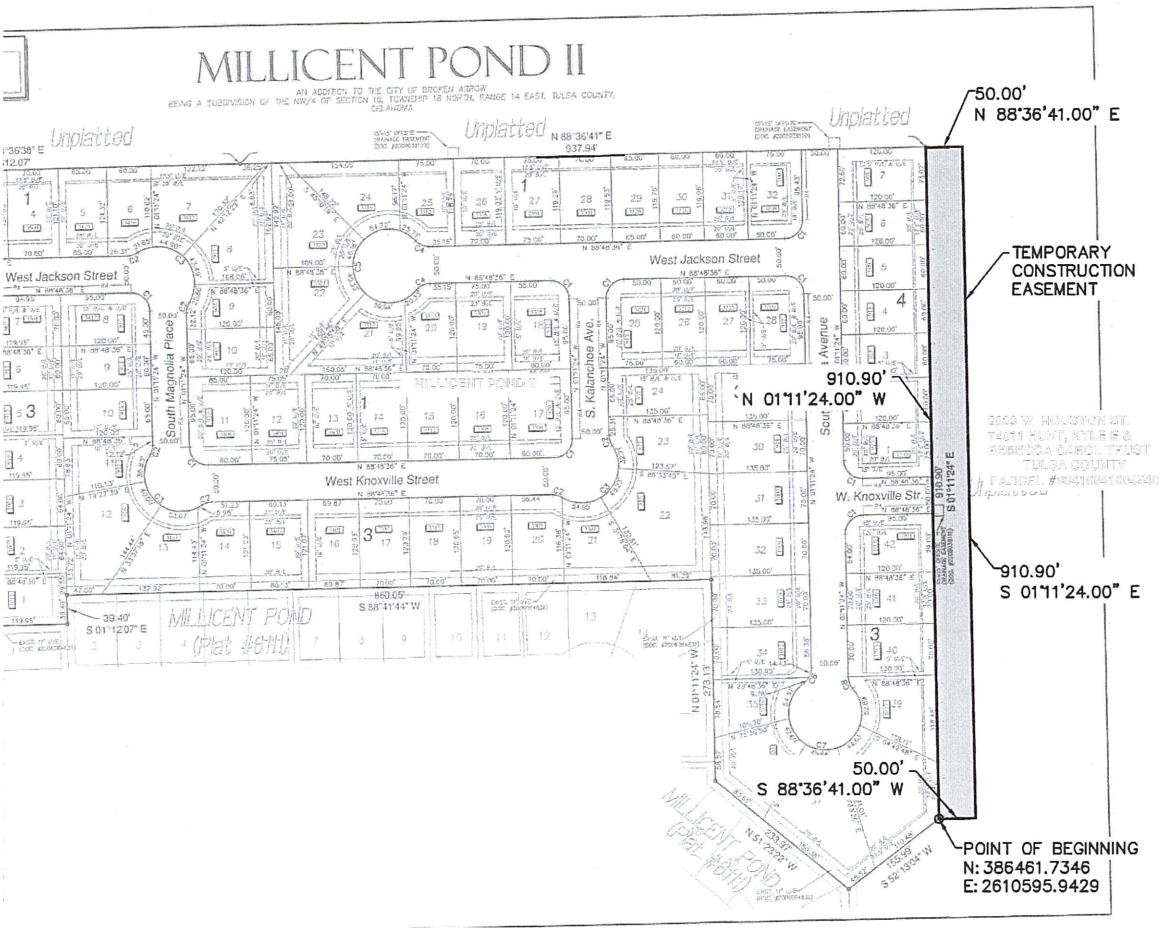
ADDRESS:

2823 W. HOUSTON ST.
BROKEN ARROW, OK 74011

STATEMENT OF BEARINGS:

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





BROKEN ARROW
Where Opportunity lives

HUNT, KYLE & REBECA CAROL TRUST
2823 W. HOUSTON ST.
SECTION 16 T18N, R14E TULSA COUNTY

PARCEL 1.A
PAGE 2 OF 2
AUGUST 12TH 2025

HUNT, KYLE & REBECA CAROL TRUST
TEMPORARY CONSTRUCTION EASEMENT
45,545.00 SQ FEET, OR 1.05 ACRES

LEGAL DESCRIPTION 1.A:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER SECTION OF SECTION SIXTEEN (16), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF BEGINNING WITH A NORTHING OF 386461.7346 AND A EASTING OF 26105959429; THENCE CLOCKWISE N 01°11'24.00" W A DISTANCE OF 910.90 FEET; THENCE N 88°36'41.00" E A DISTANCE OF 50.00 FEET; THENCE S 01°11'24.00" E A DISTANCE OF 910.90' FEET; THENCE S 88°36'41.00" W A DISTANCE OF 50.00 FEET; TO THE POINT OF BEGINNING OF SAID TRACK OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 45,545.00 SQUARE FEET OR 1.05 ACRES, MORE OR LESS.

City of Broken Arrow

Request for Action

File #: 25-1418, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Acceptance of a Temporary Construction Easement for Parcel 16.1, consisting of 1,730 square feet, located at 4455 South 209th East Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Mary Than, as Trustee of The Mary Than Living Trust, U/A dated June 1, 2024, and authorization of payment in the amount of $300.00 for the 37th Street Roadway Widening from Omaha St to Dearborn St, Parcel 16.1 (Project No. ST21390)

Background:
The attached Temporary Construction Easement is being conveyed to the City of Broken Arrow, a municipal corporation, from Mary Than, as Trustee of The Mary Than Living Trust, U/A dated June 1, 2024, the owner. Parcel 16.1 consists of 1,730 square feet of temporary construction easement, located at 4455 South 209th East Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, State of Oklahoma. The owner has accepted the following offer, made subject to City Council approval:

Temporary Construction Easement: 0.04 Acres @ $71,000/Acre X 10% = $284
Total Just Compensation Amount (Rounded) = $300

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed.
Payment of the compensation amount is on the October 7, 2025 City Council Claims List.

Cost:	$300.00
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 Temporary Construction Easement Conditions and Request for Payment Affidavit

Recommendation:
Accept the Temporary Construction Easement

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

returned via USPS

July 18, 2025

MARY THAN LIVING TRUST
4455 S 209TH E AVE
BROKEN ARROW, OK 74014

RE: 37TH STREET ROADWAY WIDENING FROM OMAHA ST TO DEARBORN ST
PROJECT NO. ST21390 PROJECT PARCEL #: 16.1

Trustee of the Mary Than Living Trust:

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:

Temporary Construction Easement: 0.04 Acres @ $71,000/Acre X 10% = $284

Total Just Compensation Amount (Rounded) = $300

By your signature on this letter, you have accepted the City's offer of $300.00. 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

for Kenneth D. Schwab
Michael L. Spurgeon
City Manager

MLS/ao
enc

By: Mary Than, Trustee

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF WAGONER)

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: _____
Mary Than, Trustee

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of September, 2025, personally appeared MARY THAN, as Trustee of THE MARY THAN LIVING TRUST, U/A dated June 1, 2024, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple ~~Call~~ or email Andy prior to construction

Chain link fence and gate in existing right-of-way to be moved outside of right-of-way to new property line during construction

Terms for Payment: Temporary fencing as needed - animals present.

If large tree dies within 1 year due to construction - $1,000 compensation will be paid by the City.

Owner's request for payment in the amount of: $300.00

Owner's Mailing Address: 4455 S 209th E Ave, Broken Arrow, OK 74014

Owner Requests Check:

- [x] Mailed to above address
- [ ] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: Mary Than

Signature/Date:

Owner/s: _____ Date: 9-23-2025

_____ _____

Agent: _____ Date: 9-23-2025

Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St, Parcel 16.1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **MARY THAN, as Trustee of THE MARY THAN LIVING TRUST, U/A dated June 1, 2024**, the Owner(s), of the legal and equitable title to the following described real estate situated in Wagoner County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, a temporary easement, through, over, and under, and across the following described property, situated in the County of WAGONER, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 23rd day of September 2025.

Mary Than, Trustee

STATE OF Oklahoma)
) §
COUNTY OF Wagoner)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of September, 2025, personally appeared MARY THAN, as Trustee of THE MARY THAN LIVING TRUST, U/A dated June 1, 2024, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RH Date: 9/25/25
Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St
Parcel 16.1

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)
PARCEL NO. 16.1

EXHIBIT A

LEGAL DESCRIPTION

A 20-foot-wide temporary construction easement (T.C.E.),
said easement being a part of the North Half (N 1/2) of Lot 4, Block 4, of Sun City IV,
a subdivision to Wagoner County, Oklahoma, and said easement being more particularly described as follow:
Commencing (POINT OF COMMENCEMENT, P.O.C.) at the Northwest corner of said North Half (N 1/2) of Lot 4, Block 4,
thence along the north line of said Lot 4, North 88 degrees 40 minutes 00 seconds East a distance of 25.00 feet
to the east right of way line of North 37th Street;
thence leaving said north line,
along said east line South 01 degrees 23 minutes 09 seconds East a distance of 10.0 feet to
the POINT OF BEGINNING (P.O.B.);
thence leaving said east line North 88 degrees 40 minutes 00 seconds East a distance of 20.00 feet;
thence South 01 degrees 20 minutes 00 seconds East a distance of 86.50 feet;
thence South 88 degrees 40 minutes 00 seconds West a distance of 20.00 feet
to the east right of way line of North 37th Street;
thence along said east right of way line North 01 degrees 20 minutes 00 seconds West a distance of 86.50 feet
to the POINT OF BEGINNING (P.O.B.), containing 1,730 square feet, or 0.04 acres.

Bearings based on the Oklahoma State Plane Grid North Zone.

This legal description meets the minimum standards for legal description in the State of Oklahoma.
Prepared by Paul Walla, Oklahoma PLS # 1903.

LICENSED PROFESSIONAL LAND SURVEYOR
03/27/25
PAUL
WALLA
1903
OKLAHOMA

Paul Walla,
Professional Land Surveyor
Oklahoma PLS # 1903
McClelland Consulting Engineers, Inc.

LEGEND

730011042 ——— TAX PARCEL NUMBER

B: 2014 P: 421 ——— DEED RECORD

——— EXISTING PROPERTY LINE

R/W R/W ——— PROPOSED RIGHT-OF-WAY

——— PROPOSED UTILITY EASEMENT

TCE TCE ——— PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

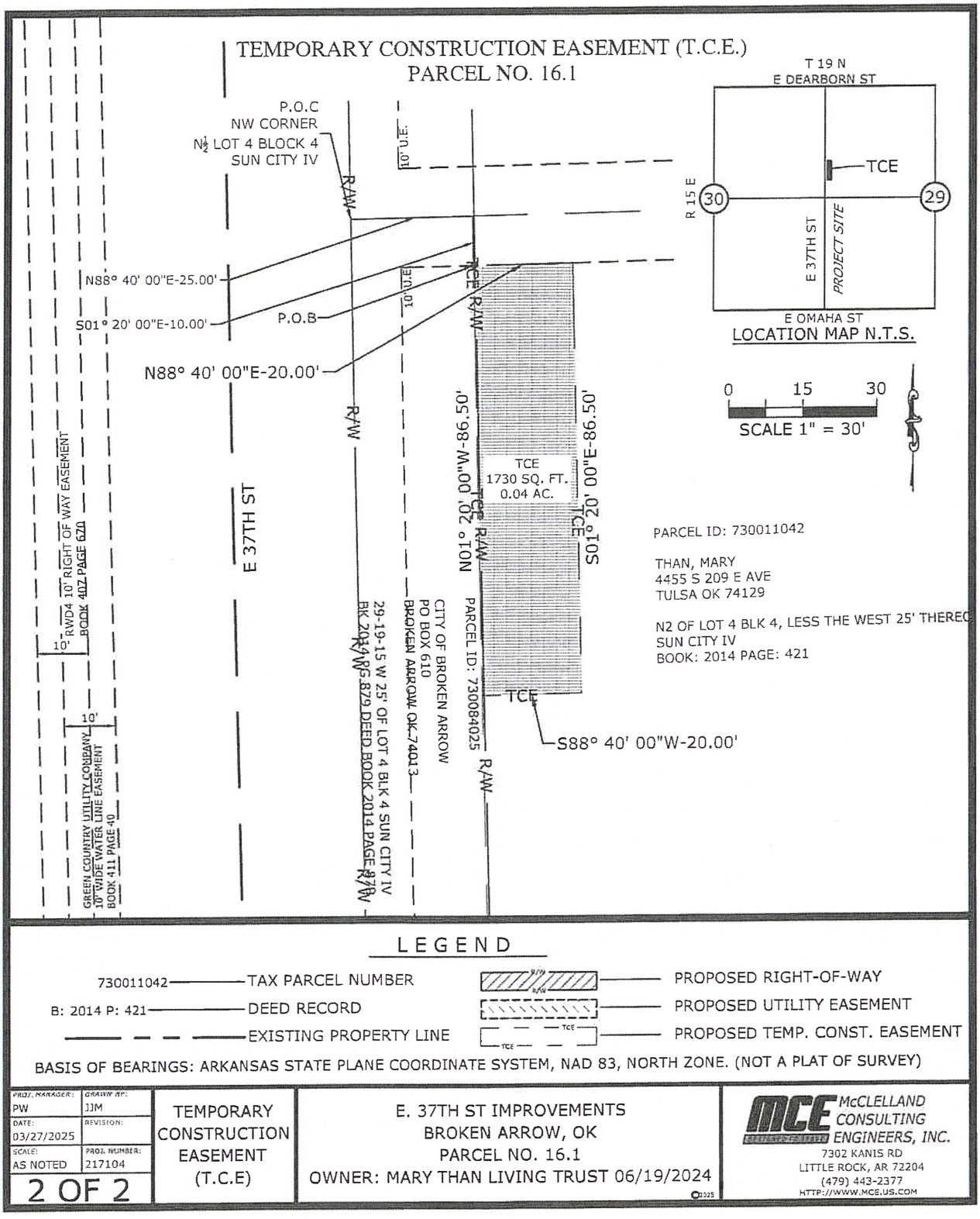
PROJ. MANAGER: PW	DRAWN BY: JJM
DATE: 03/27/2025	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 217104
1 OF 2	

TEMPORARY CONSTRUCTION EASEMENT (T.C.E)

E. 37TH ST IMPROVEMENTS
BROKEN ARROW, OK
PARCEL NO. 16.1
OWNER: MARY THAN LIVING TRUST 06/19/2024

©2025

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM



LEGEND

730011042 — TAX PARCEL NUMBER	PROPOSED RIGHT-OF-WAY
B: 2014 P: 421 — DEED RECORD	PROPOSED UTILITY EASEMENT
EXISTING PROPERTY LINE	PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: PW	DRAWN BY: JJM
DATE: 03/27/2025	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 217104
2 OF 2	

TEMPORARY CONSTRUCTION EASEMENT (T.C.E)

E. 37TH ST IMPROVEMENTS
BROKEN ARROW, OK
PARCEL NO. 16.1
OWNER: MARY THAN LIVING TRUST 06/19/2024

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM

City of Broken Arrow

Request for Action

File #: 25-1355, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Acceptance of a Temporary Construction Easement for Parcel 26.A, consisting of 836 square feet, located at 2401 South 9th Street in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Oklahoma Military Department for the 9th Street Roadway Improvements- New Orleans Street to Washington Street, Parcel 26.A (Project No. ST23280)

Background:
The attached Temporary Construction Easement is being donated to the City of Broken Arrow, a municipal corporation, from Oklahoma Military Department, the owner. Parcel 26.A consists of 836 square feet of temporary construction easement, located at 2401 South 9th Street in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma.

Cost:	$0
Funding Source:	N/A
Requested By:	Charlie Bright, P.E., Director of Engineering and Construction
Approved By:	City Manager's Office
Attachments:	Donation Certificate
	Temporary Construction Easement

Recommendation:
Accept the Temporary Construction Easement

DONATION CERTIFICATE

Project: ST23280 County: Tulsa State: OK Parcel: 26.A

I, the undersigned, certify that I am fully aware of the use of this parcel of property for the following purpose:

a. As a permanent right-of-way ☐
b. As a permanent easement ☐
c. As a temporary construction easement [X]

I, hereby, elect to convey use of this parcel of property to the City of Broken Arrow, Oklahoma by Donation.

Signature	Printed Name	Date
	Angela Tackett	9/17/25

Agent Signature	Title	Date
	Acquisition Agent	9-17-25

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

SEE EXHIBIT "A"

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 18 day of August 2025.

OKLAHOMA MILITARY DEPARTMENT

Signature Corey Newcomb, CFMO

STATE OF OKLAHOMA)
) §
COUNTY OF Oklahoma)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18 day of August, 2025, personally appeared Corey Newcomb 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.

Patsy D. Hubbard
NOTARY PUBLIC

PATSY D. HUBBARD NOTARY PUBLIC STATE OF OKLAHOMA

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: BSS checked: 9/11/25
PROJECT: ST23280, 9th St Roadway Imp. New Orleans St-Washington St, Parcel No. 26, Oklahoma Military Department

PARCEL 26.A
TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence a distance of 989.32 feet, on a bearing of S01°14'36"E, along the West line of said Northwest Quarter, said line being the basis of bearing; thence a distance of 50.00 feet, on a bearing of N88°46'47"E to a point on the Easterly Present Right-of-Way line for S 9th Street, same being a point on a line being 50.00 feet East of and parallel with the West line of said Northwest Quarter; thence a distance of 53.75 feet to a point, on a bearing of S01°14'36"E, along said Easterly Present Right-of-Way line and said parallel line, said point being the Point of Beginning; thence N88°45'24"E, perpendicular to said West line, a distance of 19.00 feet; thence S01°14'36"E, parallel to said West line, a distance of 44.00 feet; thence S88°45'24"W, perpendicular to said West line, a distance of 19.00 feet to a point on said Easterly Present Right-of-Way line and said parallel line; thence N01°14'36"W, along said Easterly Present Right-of-Way line and said parallel line, a distance of 44.00 feet to the Point of Beginning.

Said parcel of land containing 836 square feet, or 0.02 acres more or less, and subject to all easements and Rights-of-Way of record.

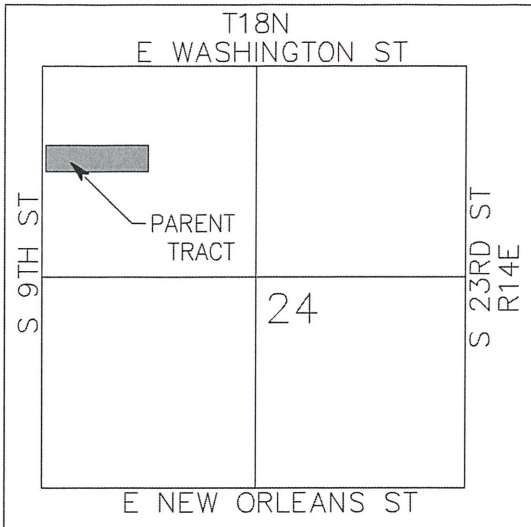
The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on March 5th, 2025.

SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real 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 5th day of March 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.

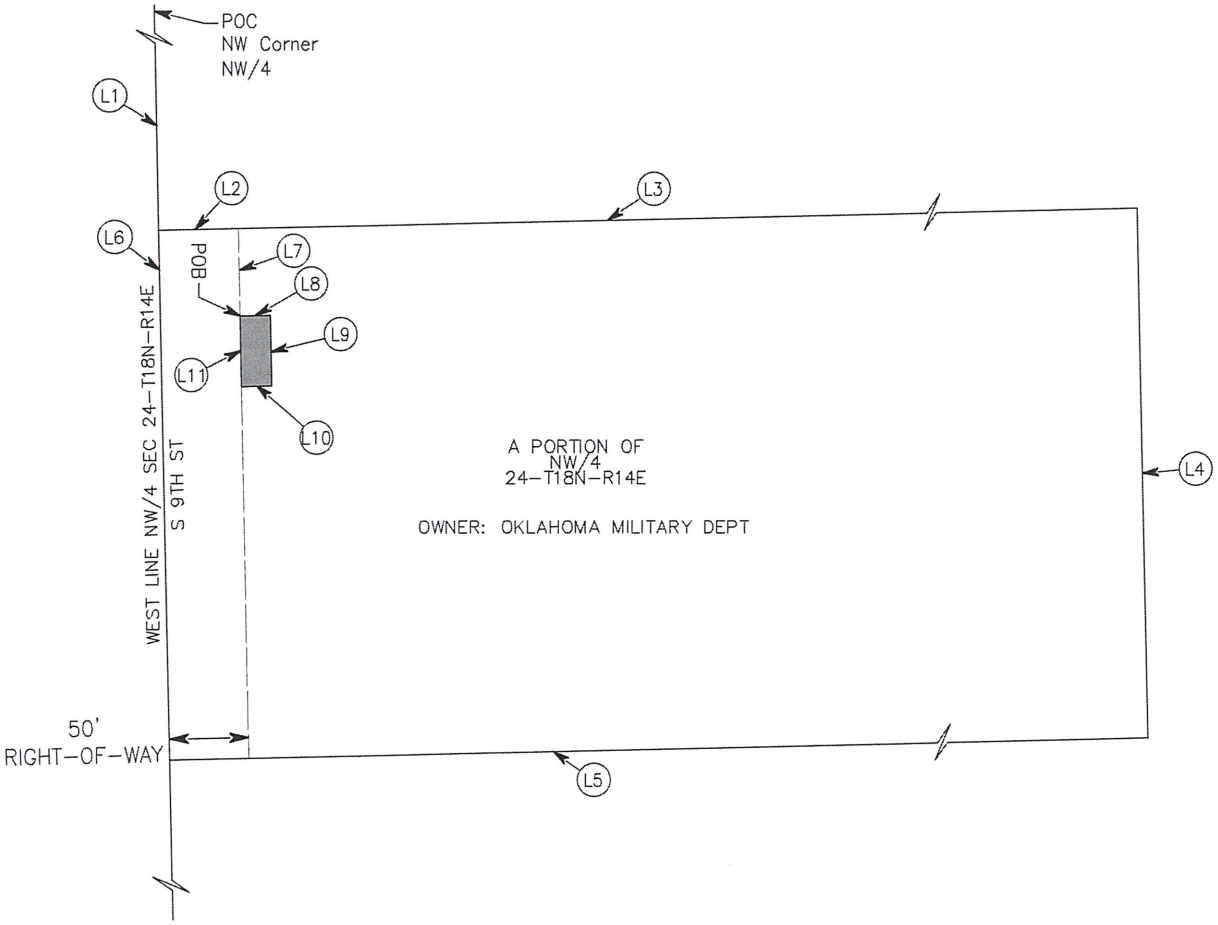


Parcel No.: 26.A Temporary Construction Easement
City Project No: ST23280

Tract Area	437,181	S.F.	10.04 Acres
Existing R/W	0	S.F.	0.00 Acres
Proposed R/W	0	S.F.	0.00 Acres
Rem in Tract	437,181	S.F.	10.04 Acres
Drainage Easement	0	S.F.	0.00 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	836	S.F.	0.02 Acres

1"=120'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S01°14'36"E	989.32'	L7	S01°14'36"E	53.75'
L2	N88°46'47"E	50.00'	L8	N88°45'24"E	19.00'
L3	N88°46'47"E	1325.23'	L9	S01°14'36"E	44.00'
L4	S01°15'16"E	329.99'	L10	S88°45'24"W	19.00'
L5	S88°47'22"W	1325.29'	L11	N01°14'36"W	44.00'
L6	N01°14'36"W	329.77'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE NW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°14'36"E.

2. SEE PARCEL 26.A EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. 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.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

City of Broken Arrow

Request for Action

File #: 25-1398, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:

Acceptance of a Utility Easement from Margaret Couch Scraper, on property located on the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002391-2025)

Background:
Margaret Couch Scraper is dedicating a utility easement for purpose of constructing, operating, and replacing utility lines and appurtenances.

The dedication of this 0.09-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.1 & Exhibit A.2 & Traverse Closure

Recommendation:
Accept the utility easement.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, Dated March 23, 2006, 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, 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 Exhibits "A.1" and "A.2" attached hereto and made a part of this Easement grant by reference;

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 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.

The easement granted herein is acknowledged to be running with the land and shall remain in full force and effect for one (1) year from the date of this instrument, at which time the same shall be automatically extended for successive periods of one (1) year, unless the property on which said easement is situated is platted, which plat shall have been approved by the Broken Arrow City Council and filed of record at the County Clerk's office, whereupon filing of said plat, said easement and right-of-way shall be automatically terminated, released, and cancelled.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 12th day of Sept., 2025.

Margaret Couch Scraper Family Trust,
Dated March 23, 2006

By Margaret Couch Scraper
Margaret Couch Scraper, Trustee

BARBARA J. PRATT
Notary Public, State of Texas
Notary ID #12898738-2
My Commission Expires 05-09-2028

State of Texas)
) ss.
County of Brazos)

Before me, the undersigned, a Notary Public within and for said County and State, on this 12th day of Sept., 2025, personally appeared Margaret Couch Scraper as Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006 to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Barbara J. Pratt

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

Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer: JDD checked: 9-14-25

Project:

Exhibit "A.1"

17.5-Foot Utility Easement Description

Description

A TRACT OF LAND THAT IS A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW/4; THENCE NORTH 1°17'41" WEST AND ALONG THE WEST LINE OF THE SW/4, FOR A DISTANCE OF 64.93 FEET; THENCE NORTH 88°42'19" EAST AND PERPENDICULAR TO SAID WEST LINE, FOR A DISTANCE OF 89.97 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 46°11'10" WEST FOR A DISTANCE OF 35.38 FEET; THENCE NORTH 1°17'41" WEST AND PARALLEL WITH THE WEST LINE, FOR A DISTANCE OF 209.95 FEET; THENCE NORTH 88°45'02" EAST AND PARALLEL WITH THE SOUTH LINE OF THE SW/4, FOR A DISTANCE OF 17.50 FEET; THENCE SOUTH 1°17'41" EAST AND PARALLEL WITH THE WEST LINE, FOR A DISTANCE OF 202.73 FEET; THENCE SOUTH 46°11'10" EAST FOR A DISTANCE OF 45.61 FEET; THENCE SOUTH 88°45'02" WEST AND PARALLEL WITH THE SOUTH LINE, FOR A DISTANCE OF 24.72 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 4,320 SQUARE FEET OR 0.099 ACRES.

Basis of Bearing

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

1. MAGNETIC NAIL FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 13;

2. BRASS CAP FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 13;

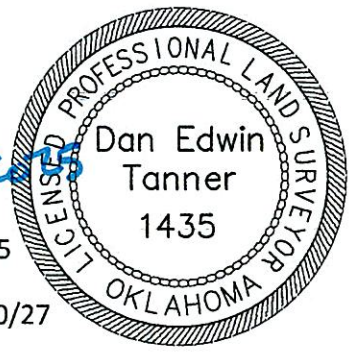
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°45'02" WEST.

Certification

I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

8.21.2025

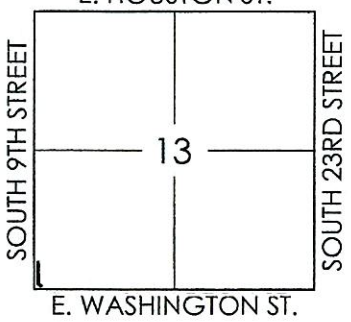
DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/27



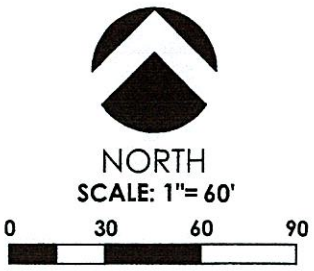
Tanner Consulting LLC
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539 | 918.745.9929

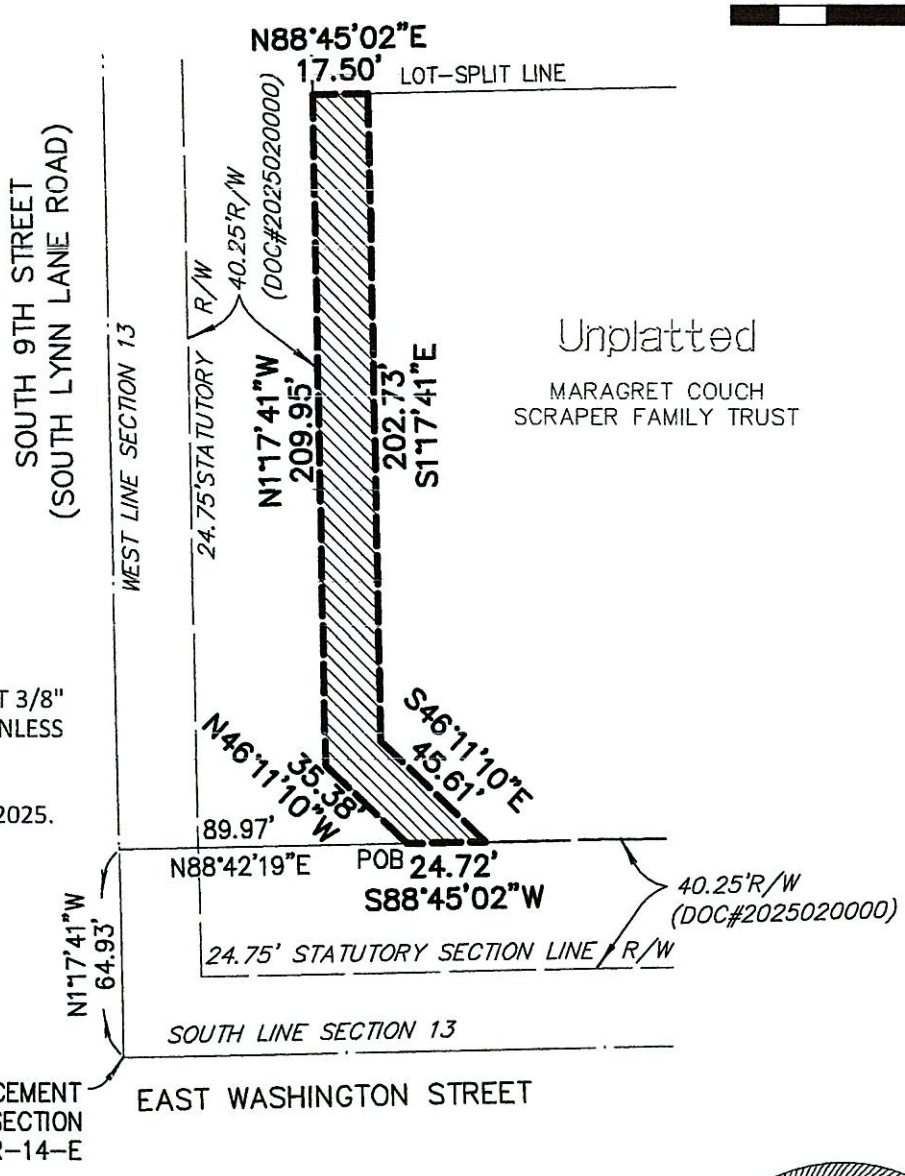
Exhibit "A.2"

17.5-Foot Utility Easement Exhibit



Location Map
NOT TO SCALE



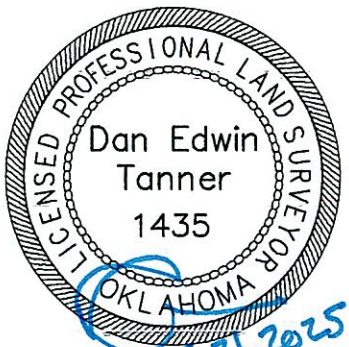


NOTES:

1. ALL EASEMENT CORNERS ARE SET 3/8" IRON REBAR WITH CAP UNLESS OTHERWISE NOTED.
2. LAST SURVEY SITE VISIT JULY 23, 2025.

Certification

I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED PLAT OF SURVEY IS TRUE AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.



LEGEND

POB	POINT OF BEGINNING
~~POC~~	~~POINT OF COMMENCEMENT~~
R/W	RIGHT-OF-WAY

Tanner Consulting LLC
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539 | 918.745.9929

Traverse Closure

Crandall's Method

Project: ***24368 Lynn Corner 17.5' U/E Closure***

Leg#	Bearing	Direction	Distance	Radius	Northing	Easting	New Length	Adjusted Northing	Adjusted Easting
		Starting Coordinates:			5,000.0000	5,000.0000		5,000. 0000 0000	5,000. 0000 0000
1	46. 11 10	NW	35.38		5,024.4942	4,974.4701	35.381	5,024. 4946 6822	4,974. 4695 8740
2	1. 17 41	NW	209.95		5,234.3896	4,969.7262	209.958	5,234. 3992 1218	4,969. 7255 3213
3	88. 45 02	NE	17.50		5,234.7712	4,987.2221	17.500	5,234. 7808 0969	4,987. 2216 7703
4	1. 17 41	SE	202.73		5,032.0980	4,991.8027	202.716	5,032. 1163 9677	4,991. 8020 9801
5	46. 11 10	SE	45.61		5,000.5200	5,024.7159	45.611	5,000. 5390 3671	5,024. 7146 9042
End	88. 45 02	SW	24.72		4,999.9810	5,000.0008	24.721	5,000. 0000 0000	5,000. 0000 0000
					0.0000	0.0000			
					0.0000	0.0000			
					0.0000	0.0000			
					0.0000	0.0000			
					0.0000	0.0000			
					0.0000	0.0000			
					0.0000	0.0000			
					0.0000	0.0000			
					0.0000	0.0000			
					0.0000	0.0000			
					0.0000	0.0000			
					0.0000	0.0000			
6		*Ending Coordinates:*			4,999.9810	5,000.0008			

Total Traverse Length:			535.89			
Closure:	2. 15 30	SE	0.019	**Closure Area:**	4,319.615	SF
		1:	28,139.261 *Closure Precision*		0.099	Acres

The information shown on this sheet is confidential and intended for the use of Tanner Consulting personnel only. This sheet may not be edited, duplicated or filed of record in any form without the express written permission of Tanner Consulting.

City of Broken Arrow

Request for Action

File #: 25-1399, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:

Acceptance of a Utility Easement from Eagle 1 Investments by Dave Cocolin, on property located one-sixth mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E Avenue / County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002234-2025)

Background:
Eagle 1 Investments by Dave Cocolin is dedicating a utility easement for purpose of constructing, operating, and replacing utility lines and appurtenances. The property has been platted as Brook Chase II.

The dedication of this 0.06-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 & Map

Recommendation:
Accept the utility easement.

UTILITY EASEMENT
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Eagle 1 Investments by Dave Cocolin ', its Manager , the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee" an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma, to wit:

See Exhibit 'A'

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the Permanent Easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines, and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee may interfere with the construction of the applicable utilities.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 16 day of September 20 25

Dave Cocolin

By Dave Cocolin
Manager

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 16 day of September 20 25, personally appeared Dave Cocolin for Eagle 1 Investments to me known to be the identical person(s) who executed the within and foregoing instrument as its Manager and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

MEGHAN WARD
Notary Public - State of Oklahoma
Commission Number 18006349
My Commission Expires Jun 25, 2026

My Commission expires: June 25, 2026

Meghan Ward
Notary Public

Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer: JDD checked: 9-26-25
Project:

EXHIBIT 'A'

11' Utility Easement
Proposed Description

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

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

THENCE NORTH 01°20'14" WEST AS BASIS OF BEARING A DISTANCE OF 1,994.14 FEET;

THENCE SOUTH 88°39'46" WEST A DISTANCE OF 1403.58 TO THE **POINT OF BEGINNING;**

THENCE SOUTH 88°46'22" WEST A DISTANCE OF 218.29 FEET;

THENCE NORTH 01°13'38" WEST A DISTANCE OF 11.00 FEET;

THENCE NORTH 88°46'22" EAST A DISTANCE OF 218.29 FEET;

THENCE SOUTH 01°13'38" EAST A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING.**

SAID TRACT OF LAND CONTAINS 2,401 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

Basis of Bearings:

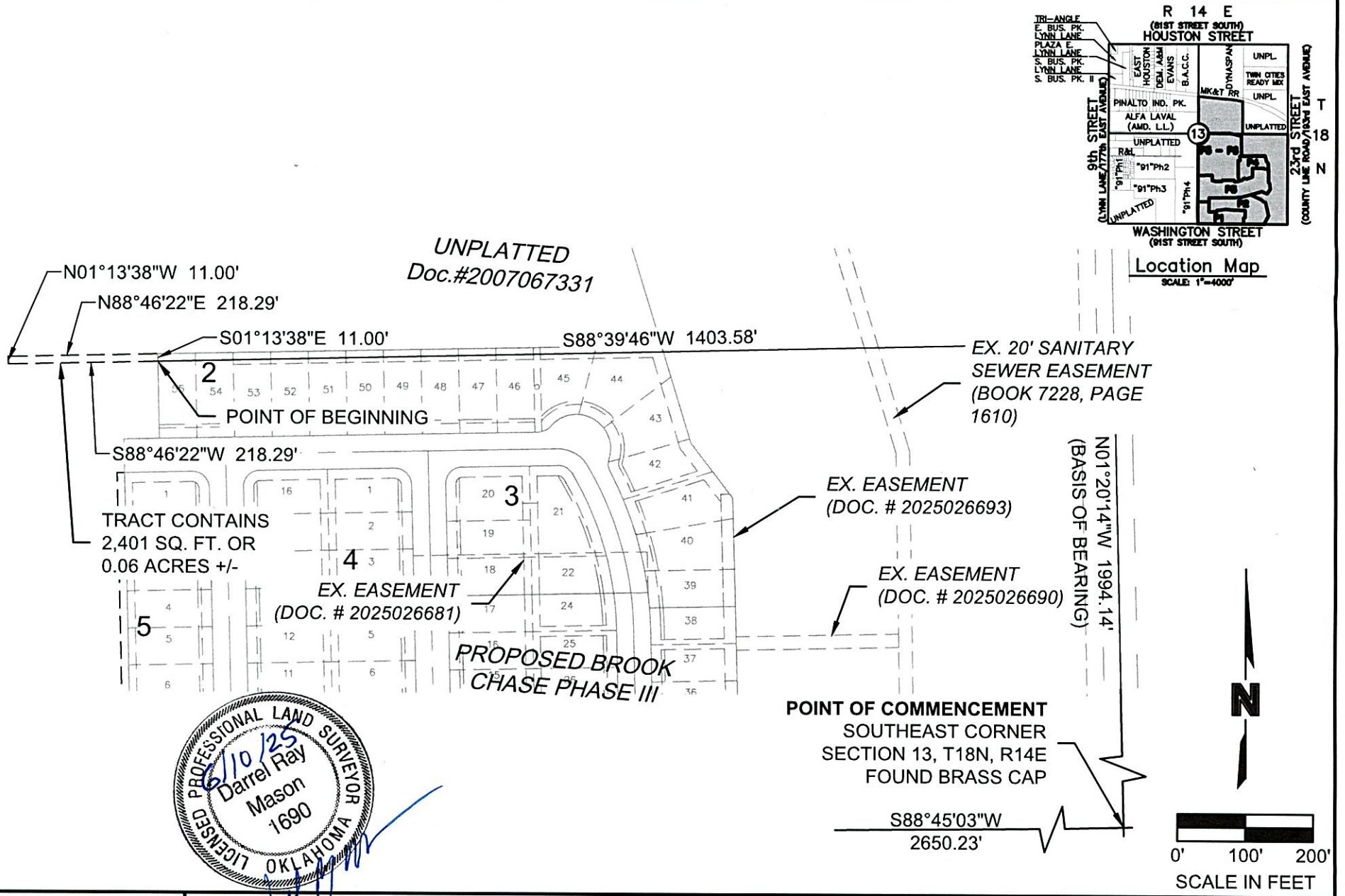
BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 NORTH ZONE 3501, WITH THE EAST LINE OF SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA BEARING NORTH 01°20'14" WEST

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

Darrel Ray Mason PLS — Date 6/10/25

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

PROJECT NO: 020-2615-A DRAWN BY: MAV DATE: 01.08.2025	11' UTILITY EASEMENT	olsson 1717 South Boulder Ave Suite 600 Tulsa, OK 74119 TEL 918.376.4294	EXHIBIT 1-2



PROJECT NO:	020-2615-B
DRAWN BY:	JDJ
DATE:	05.16.2025

11' UTILITY EASEMENT EXHIBIT

olsson

1717 South Boulder Avenue
Suite 600
Tulsa, OK 74119

olsson.com
TEL 918.376.4294
Olsson - Survey
Oklahoma COA #2483

EXHIBIT 1-1

I:\2020\2501-3000\020-2615-B\40-Design\AutoCAD\Final Plans\Sheets\SDN\C_ESMNT01_B202615.dwg
DATE: Jun 09, 2025 11:19am USER: mvanover

City of Broken Arrow

Request for Action

File #: 25-1400, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:

Acceptance of a Utility Easement from Eagle 1 Investments by Dave Cocolin, on property located one-sixth mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E Avenue / County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002235-2025)

Background:
Eagle 1 Investments by Dave Cocolin is dedicating a utility easement for purpose of constructing, operating, and replacing utility lines and appurtenances. The property has been platted as Brook Chase II.

The dedication of this 0.14-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 & Map

Recommendation:
Accept the utility easement.

UTILITY EASEMENT
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Eagle 1 Investments by Dave Cocolin, its Manager, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee" an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma, to wit:

See Exhibit 'A'

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the Permanent Easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines, and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee may interfere with the construction of the applicable utilities.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 16 day of September 20 25

Dave Cocolin

By Dave Cocolin
Manager

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 16 day of September 20 25, personally appeared Dave Cocolin for Eagle 1 Investments to me known to be the identical person(s) who executed the within and foregoing instrument as its Manager and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

My Commission expires: June 25, 2026

Notary Public

MEGHAN WARD
Notary Public - State of Oklahoma
Commission Number 18006349
My Commission Expires Jun 25, 2026

Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer: JDP checked: 9-26-25
Project:

EXHIBIT 'A'

11' Utility Easement
Proposed Description

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

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

THENCE NORTH 01°20'14" WEST AS BASIS OF BEARING A DISTANCE OF 1,271.51 FEET;

THENCE SOUTH 88°39'46" WEST A DISTANCE OF 1439.95 TO THE **POINT OF BEGINNING;**

THENCE NORTH 09°35'51" WEST A DISTANCE OF 109.87 FEET;

THENCE NORTH 01°18'05" WEST A DISTANCE OF 450.00 FEET;

THENCE SOUTH 88°41'54" WEST A DISTANCE OF 11.00 FEET;

THENCE SOUTH 01°18'09" EAST A DISTANCE OF 450.80 FEET;

THENCE SOUTH 09°35'51" EAST A DISTANCE OF 112.05 FEET;

THENCE NORTH 73°12'11" EAST A DISTANCE OF 11.09 FEET TO THE **POINT OF BEGINNING.**

SAID TRACT OF LAND CONTAINS 6,177 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

Basis of Bearings:

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 NORTH ZONE 3501, WITH THE EAST LINE OF SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA BEARING NORTH 01°20'14" WEST

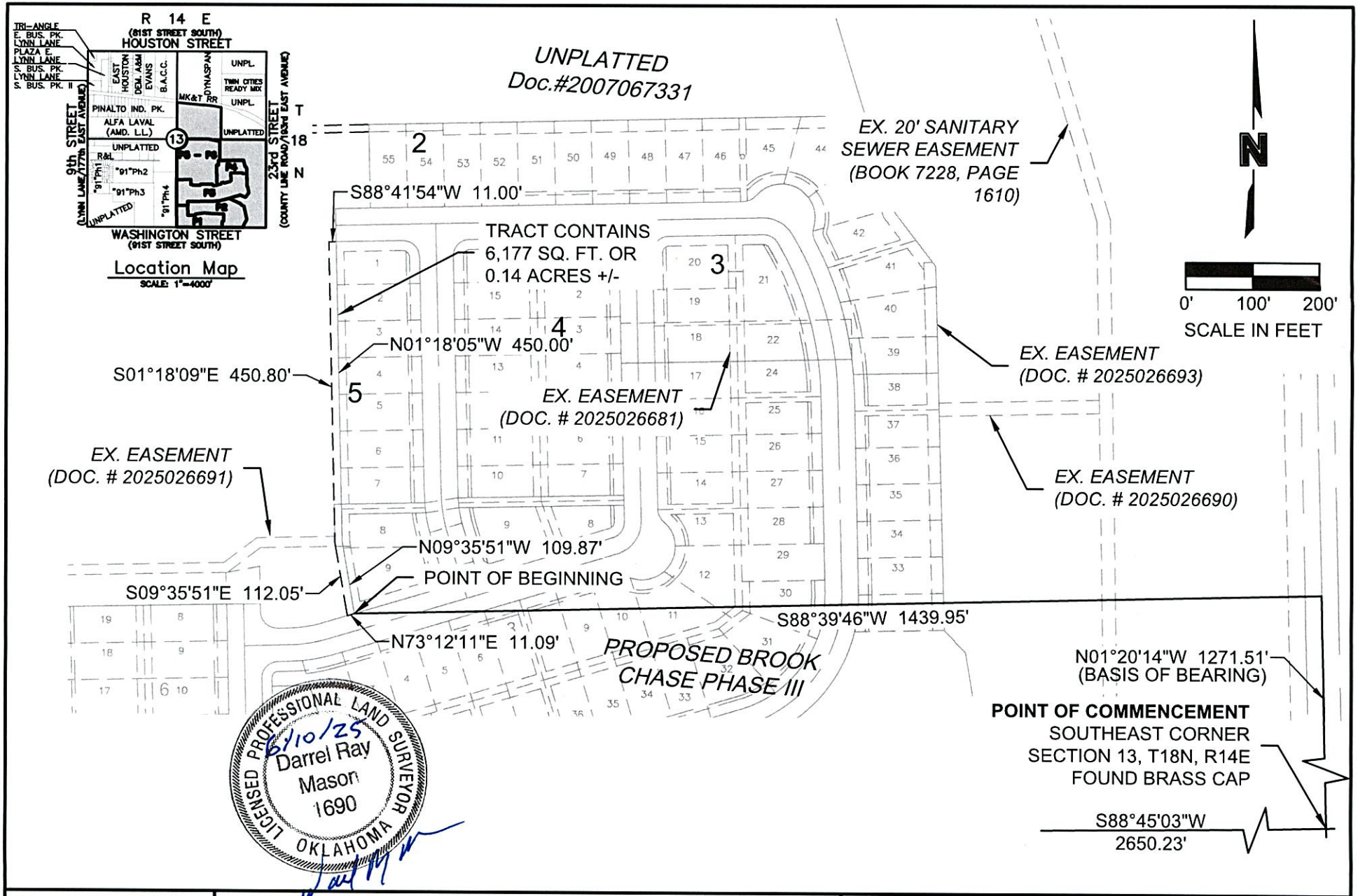
I, Darrel Ray Mason, a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accordance with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property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

6/10/25

Darrel Ray Mason PLS — Date

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

PROJECT NO: 020-2615-A DRAWN BY: MAV DATE: 01.08.2025	11' UTILITY EASEMENT	olsson 1717 South Boulder Ave Suite 600 Tulsa, OK 74119 TEL 918.376.4294	EXHIBIT 1-2



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

11' UTILITY EASEMENT EXHIBIT

olsson

1717 South Boulder Avenue
Suite 600
Tulsa, OK 74119

olsson.com
TEL 918.376.4294
Olsson - Survey
Oklahoma COA #2483

EXHIBIT 1-1

I:\2020\2501-3000\020-2615-B\40-Design\AutoCAD\Final Plans\Sheets\SDNIC_ESMNT01_B202615.dwg
DATE: Jun 09, 2025 11:17am USER: mvanover

City of Broken Arrow

Request for Action

File #: 25-1232, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Acceptance of a Utility Easement for Parcel 5.1 consisting of 2,310 square feet of Utility Easement located at 10132 South 177th East Avenue in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Rose Graham Properties, LLC, an Oklahoma limited liability company, the owner, for the 9th Street widening from New Orleans Street to Washington Street, Parcel 5.1 (Project No. ST23280)

Background:
The attached Utility Easement is being conveyed to the City of Broken Arrow, a municipal corporation, from Rose Graham Properties, LLC, an Oklahoma limited liability company, the owner to conform with requirements in BAZ-1922. Parcel 5.1 consists of 2,310 square feet of utility easement located at 10132 South 177th East Avenue in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma.

A copy of the Utility Easement is attached.

Cost:	$0.00
Funding Source:	N/A
Requested By:	Charlie Bright, P.E., Director of Engineering and Construction
Approved By:	City Manager's Office
Attachments:	Utility Easement

Recommendation:
Accept the Utility Easement.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

THE WEST 17.50 FEET OF THE EAST 67.50 FEET OF THE FOLLOWING TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 330 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NE/4 NE/4, THENCE WEST 330 FEET; THENCE SOUTH 132 FEET; THENCE EAST 330 FEET; THENCE NORTH 132 FEET TO THE POINT OF BEGINNING.

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.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 18 day of August, 2025.

ROSE GRAHAM PROPERTIES, LLC,
an Oklahoma limited liability company

Agnes L. McGee, Manager

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18 day of August, 2025, personally appeared AGNES L. MCGEE, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

KAREN L. PAX
NOTARY PUBLIC
WAGONER COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 01003514
EXPIRES 04-11-2029

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR checked: 8/22/25
PROJECT: ST23280, 9th St Roadway Imp, New Orleans St-Washington St, Parcel No. 5.1, Rose Graham Properties

City of Broken Arrow

Request for Action

File #: 25-1419, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Acceptance of a Utility Easement for Parcel 27, consisting of 2,128.48 square feet of property located at 9625 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from Jessica Cheyenne Cantwell and Colton Blake Cantwell, and authorization of payment in the amount of $8,490.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcel 27.0 (Project No. 2154250)

Background:
The attached Utility Easement is being conveyed to the City of Broken Arrow, a municipal corporation, from Jessica Cheyenne Cantwell and Colton Blake Cantwell, the owner. Parcel 27.0 consists of 2,128.48 square feet of utility easement, located at 9625 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma. Jessica Cheyenne Cantwell and Colton Blake Cantwell have accepted the following offer, made subject to City Council approval:

Permanent Easement: 2,128 SQUARE FEET (SF) @ $2.85/SF x 75% = $4,549
Permanent Easement Improvements: Mature trees 5 x $475.00 = $2,375
Cost to Cure Damages: Chain-link fencing (4' cross-fencing) 27 x $19.00 = $513; Replace lamp post 1 x $350 = $350; Gravel paving 310 SF x $2.25 = $698 Total: $1,561

Total Just Compensation Amount (Rounded) = $8,490

A copy of the signed acceptance of the City's offer is attached, as is the Utility Easement. Payment of the compensation amount is on the October 7, 2025 City Council Claims List.

Cost:	$8,490.00
Funding Source:	OWRB Loan
Requested By:	Charlie Bright, P.E., Director of Engineering and Construction
Approved By:	City Manager's Office
Attachments:	Utility Easement
	Acceptance Letter
	Conditions and Request for Payment
	Affidavit

Recommendation:
Accept the Utility Easements

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

RECEIVED
SEP 29 2025

September 23, 2025

Jessica Cheyenne Cantwell
9625 S 193rd E Ave
Broken Arrow, OK 74014

RE: COUNTY LINE TRUNK SEWER PHASE II B – SANITARY SEWER IMPROVEMENTS, PROJECT NO. 2154250, PARCEL #27.0

PROPERTY LOCATION: 9625 SOUTH 193RD EAST AVENUE, BROKEN ARROW, OK 74014

Ms. Cantwell:

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: 2,128 SQUARE FEET (SF) @ $2.85/SF x 75% = $4,549
Permanent Easement Improvements: Mature trees 5 x $475.00 = $2,375
Cost to Cure Damages: Chain-link fencing (4' cross-fencing) 27 x $19.00 = $513; Replace lamp post 1 x $350 = $350; Gravel paving 310 SF x $2.25 = $698 Total: $1,561
Total Just Compensation Amount (Rounded) = **$8,490**

By your signature on this letter, you have accepted the City's offer of $8,490. 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:

Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Sign Here

Respectfully,
CITY OF BROKEN ARROW

FOR Michael L. Spurgeon
City Manager

By: Jessica Cantwell

MLS/ao
enc

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Wagoner)

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.

Sign Here

Jessica C. Cantwell
Jessica Cheyenne Cantwell

Colton Blake Cantwell

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 25th day of September, 2025, personally appeared Jessica Cheyenne Cantwell and Colton Blake Cantwell, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

Diana Helenberger
NOTARY PUBLIC

NOTARY SEAL PUBLIC
DIANA HELENBERGER
Notary Public in and for the
State of Oklahoma
Commission #24003912
My Commission expires 3/21/2028

NOTARIZE

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

The well house near the southwest corner of the house is to be avoided during construction.

Terms for Payment:

Owner's request for payment in the amount of: $8,490.00

Owner's Mailing Address: 9625 S. 193rd E. Ave Broken Arrow, OK 74014

Owner Requests Check:

- [ ] Mailed to above address
- [x] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

RECEIVED
SEP 29 2025

Check Payable to: Jessica Cantwell

Signature/Date:

Owner/s: Jessica Cantwell Date: 9/25/25

Owner/s: Date: 9-25-25

Agent: Amy O'Laughlin Date: 9-29-25

Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements Parcel 27.0

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **JESSICA CHEYENNE CANTWELL and COLTON BLAKE CANTWELL**, wife and husband, 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 WAGONER 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 September, 2025.

Jessica Cheyenne Cantwell

Colton Blake Cantwell

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

STATE OF Oklahoma)
) ss
COUNTY OF Wagoner)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 29th day of September 2025, personally appeared **Jessica Cheyenne Cantwell and Colton Blake Cantwell**, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

NOTARY SEAL PUBLIC
DIANA HELENBERGER
Notary Public in and for the
State of Oklahoma
Commission #24003912
My Commission expires 3/21/2028

Diana Helenberger
NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

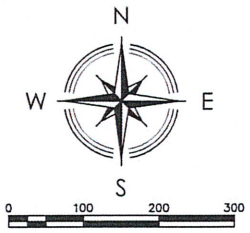
Acting for Director of E&C

City Clerk

Engineer: Date: 9-30-2025
Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements
Parcel 27.0

EXHIBIT "A"
PERMANENT EASEMENT

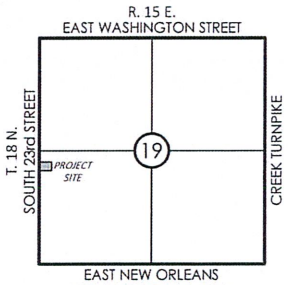
OWNER:
Cantwell, Jessica Cheyenne
PROPERTY ID:
730005700
PROPERTY ADDRESS:
9625 S. 193rd E. AVE.
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)



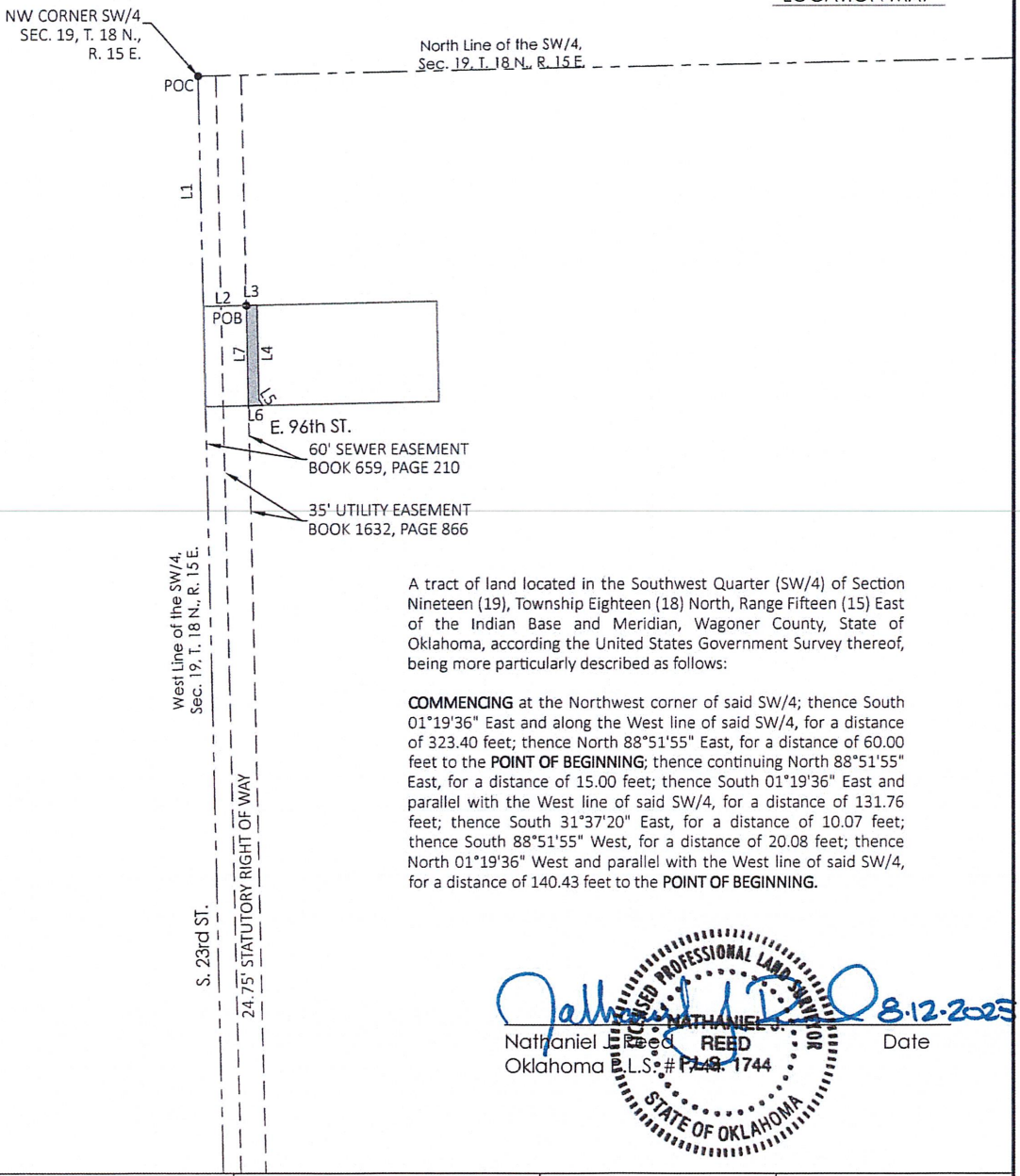
LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
Permanent Easement
2,128.48 s.f. or 0.05 acres, more or less

LINE	BEARING	DISTANCE
L1	S 01°19'36" E	323.40'
L2	N 88°51'55" E	60.00'
L3	N 88°51'55" E	15.00'
L4	S 01°19'36" E	131.76'
L5	S 31°37'20" E	10.07'
L6	S 88°51'55" W	20.08'
L7	N 01°19'36" W	140.43'



LOCATION MAP



A tract of land located in the Southwest Quarter (SW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Northwest corner of said SW/4; thence South 01°19'36" East and along the West line of said SW/4, for a distance of 323.40 feet; thence North 88°51'55" East, for a distance of 60.00 feet to the **POINT OF BEGINNING**; thence continuing North 88°51'55" East, for a distance of 15.00 feet; thence South 01°19'36" East and parallel with the West line of said SW/4, for a distance of 131.76 feet; thence South 31°37'20" East, for a distance of 10.07 feet; thence South 88°51'55" West, for a distance of 20.08 feet; thence North 01°19'36" West and parallel with the West line of said SW/4, for a distance of 140.43 feet to the **POINT OF BEGINNING.**

OKLAHOMA REGISTERED PROFESSIONAL LAND SURVEYOR · NATHANIEL J. REED · STATE OF OKLAHOMA

8-12-2025

Nathaniel J. Reed
Oklahoma L.S. # 1744
Date

BROKEN ARROW
Where opportunity lives

HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
Certificate of Authorization No. 4656
(918) 234-4859 Office
(918) 893-5552 Fax
Expires June 30, 2027

PARCEL: PERMANENT ESMT.	PROJECT No.: 161027
DRAWING: PARCEL 27.0	DATE: AUG 2025
	DRAWN: JLN
	SCALE: 1:200'
	CHECKED: NJR
REVISION: AUG 2025	SHEET NO.: 1 OF 1

City of Broken Arrow

Request for Action

File #: 25-1390, **Version:** 1

Broken Arrow City Council
Meeting of: 10/07/2025

Title:
Ratification of the Claims List Check Register Dated September 29, 2025

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from September 09, 2025 through September 29, 2025 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $10,132,471.54 for the various funds.

Governmental Funds	$ 3,775,783.15
BAMA	$ 4,230,013.06
BAEDA	$ 2,126,675.33
Total	$10,132,471.54

A summary by funds and detail are attached.

Cost: $3,775,783.15
Funding Source: General Fund and Miscellaneous Funds
Requested By: Cynthia S. Arnold, Finance Director
Approved By: City Manager's Office
Attachments: Check Register dated September 29, 2025

Recommendation:..recommend
Ratify Claims List Check Register dated 09/29/2025

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	618,591.42	1,022
220	BA MUNICIPAL AUTHORITY	2,917,057.22	1,443
221	BAMA SALES TAX DEBT SERVICE	1,312,955.84	18
226	STORMWATER CAPITAL IN LIEU OF	104,549.99	2
227	CVB-HOTEL MOTEL	67,826.66	48
329	VEHICLE REPLACEMENT FUND	15,376.00	1
330	SALES TAX CAPITAL IMPROVEMENT	705,026.92	34
332	PARK & REC CAP IMPROV	320.00	1
333	CEMETERY FUND	684.00	1
336	E 911	4,999.00	1
342	STREET LIGHT FUND	45,061.56	19
343	STREET SALES TAX FUND	267,822.44	23
344	PS SALES TAX POLICE	367,011.15	533
345	PS SALES TAX FIRE	231,749.46	359
346	ADMINISTRATIVE TECHNOLOGY	200.00	1
348	ARPA FUND	95,805.02	2
592	2014 BOND ISSUE	43,393.23	3
593	2018 BOND ISSUE	857,421.76	39
660	WORKERS COMPENSATIONS	89,650.29	17
661	GROUP HEALTH AND LIFE	130,233.25	10
770	DEBT SERVICE GO BOND	120,000.00	1
882	AGENCY FUND DEPOSITS	10,061.00	9
887	ECONOMIC DEVELOP AUTHORTY	2,126,675.33	3
Total		10,132,471.54	3,590

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332300	4104	AARON MCCOLLOCH	PDR 08292025	PER DIEM REQUEST - AUG 29, 2025	1101310 |550030|		2026/3	129.00
				T&A 08292025	TRAVEL & ACCOMMODIATION - AUG 29,	1101310 |550030|		2026/3	83.27
						Total For Check # 332300			**212.27**
09/11/2025	332301	856	AMERICAN FIDELITY	173099	Payroll Run 1 - Warrant 250829	110 |218420|		2026/2	98.34
				173099	Payroll Run 1 - Warrant 250829	110 |218430|		2026/2	24.26
						Total For Check # 332301			**122.60**
09/11/2025	332302	4904	AMERITAS LIFE INSURANCE	173105	Payroll Run 1 - Warrant 250829	110 |218240|		2026/2	3,034.50
						Total For Check # 332302			**3,034.50**
09/11/2025	332307	38	CITY OF BROKEN ARROW	PC 08/2025	PETTY CASH 08/2025	110 |110300|		2026/3	589.00
						Total For Check # 332307			**589.00**
09/11/2025	332308	183	CLEET	AUG 2025	TOWN & MUNICIAP COURT REPOT FOR	110 |449010|		2026/3	-23.51
						Total For Check # 332308			**-23.51**
09/11/2025	332309	4633	COLONIAL LIFE & ACCIDENT	173104	Payroll Run 1 - Warrant 250829	110 |218590|		2026/2	1,440.09
						Total For Check # 332309			**1,440.09**
09/11/2025	332312	5504	EMILIO VEGA	PDR 09152025	PER DIEM REQUEST - SEPT 15, 2025	1106002 |550030|		2026/3	344.00
						Total For Check # 332312			**344.00**
09/11/2025	332313	1550	GENESIS HEALTH CLUBS	173102	Payroll Run 1 - Warrant 250829	110 |218150|		2026/2	592.94
						Total For Check # 332313			**592.94**
09/11/2025	332315	2938	JASON DICKESON	PDR 09292025	PER DIEM REQUEST - SEPT 29, 2025	1101410 |550030|		2026/3	322.00
						Total For Check # 332315			**322.00**
09/11/2025	332316	4055	JODY BAKER	PDR 09142025	PER DIEM REQUEST - SEPT 14-19, 2025	1106002 |550030|		2026/3	400.00
						Total For Check # 332316			**400.00**
09/11/2025	332320	2602	KONGCHENG MATTHEW HER	PDR 09152025	PER DIEM REQUEST - SEPT 14-19, 2025	1106002 |550030|		2026/3	344.00
						Total For Check # 332320			**344.00**
09/11/2025	332321	159	PRE-PAID LEGAL SERVICES,	173098	Payroll Run 1 - Warrant 250829	110 |218100|		2026/2	503.36
						Total For Check # 332321			**503.36**
09/11/2025	332323	3309	MATT HENDREN	PDR 09142025	PER DIEM REQUEST - SEPT 14, 2025	1106002 |550030|		2026/3	400.00
						Total For Check # 332323			**400.00**
09/11/2025	332324	4905	METROPOLITAN LIFE	173106	Payroll Run 1 - Warrant 250829	110 |218340|		2026/2	3,314.15
				173106	Payroll Run 1 - Warrant 250829	110 |218480|		2026/2	3,454.78
				173106	Payroll Run 1 - Warrant 250829	110 |218590|		2026/2	1,036.45
						Total For Check # 332324			**7,805.38**
09/11/2025	332325	4297	MIRANDA ADAMS	PDR 09152025	PER DIEM REQUEST - SEPT 14-19, 2025	1106002 |550030|		2026/3	344.00
						Total For Check # 332325			**344.00**
09/11/2025	332326	835	STATE OF OKLAHOMA	AUG 2025	MUNICIPAL COURT REPORT AUG 2025	110 |449010|		2026/3	-167.18
						Total For Check # 332326			**-167.18**
09/11/2025	332327	999900	OTP - AR REFUNDS	REC-033551-2025		110 |421010|		2026/3	166.00
						Total For Check # 332327			**166.00**
09/11/2025	332328			173990		110 |229090|		2026/3	60.00
						Total For Check # 332328			**60.00**
09/11/2025	332329			173991		110 |229090|		2026/3	60.00
						Total For Check # 332329			**60.00**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332372	1987	SURENCY LIFE & HEALTH INS.	173103	Payroll Run 1 - Warrant 250829	110 |218460|		2026/2	198.25
						Total For Check # 332372			**198.25**
09/11/2025	332381	5264	INTERNATIONAL MUNICIPAL	57634	IMSA MEMBERSHIP 57634	1105315 |530110|		2025/12	85.00
						Total For Check # 332381			**85.00**
09/11/2025	332382	4452	L3HARRIS TECHNOLOGIES INC	93403238	REPAIR XG-25M	1101200 |540500|		2025/12	768.46
						Total For Check # 332382			**768.46**
09/11/2025	332384	1285	MAR MAC CONSTRUCTION	INV00055540	WINTER SEAL TAPE FOR SIGN SHOP	1105300 |560360|		2025/12	245.37
				INV00054967	SEAL TAPE FOR SIGN SHOP	1105300 |560360|		2025/12	975.54
						Total For Check # 332384			**1,220.91**
09/11/2025	332385	4325	R&R TECHNOLOGIES INC	25060401	NanoCount 1000, 1-channel traffic totalizer	1105300 |560240|		2025/12	3,526.00
						Total For Check # 332385			**3,526.00**
09/11/2025	332386	2144	SITE ONE LANDSCAPE SUPPLY	155248030-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2025/12	815.85
						Total For Check # 332386			**815.85**
09/11/2025	332395	149	AMERICAN ELECTRIC	183-137-4-1 08212025	951-183-137-4-1 AUG 21, 2025	1106004 |550250|		2026/3	6,884.89
				284-103-0-3 08262025	953-284-103-0-3 AUG 26, 2025	1105315 |550250|		2026/3	408.78
				716-079-0-6 08142025	951-716-079-0-6 AUG 14, 2025 2530 N	1106000 |550250|		2026/3	39.01
				844-568-0-6 08192025	959-844-568-0-6 AUG 19, 2025 1514 S	1106000 |550250|		2026/3	56.38
						Total For Check # 332395			**7,389.06**
09/11/2025	332396	4935	AMAZON.COM SALES INC	1XN7-74M3-CXXP	OFFICE SUPPLIES	1101501 |560030|		2026/3	44.57
				1LW4-F4G6-67WR	ITEM: Swingline Staples, S.F. 4, Premium	1101400 |560030|		2026/3	24.89
				1HXK-TTHK-6KV1	Bobrick soap disp.-Skateboard Park- Rich.	1106000 |560230|		2026/3	40.69
						Total For Check # 332396			**110.15**
09/11/2025	332398	3840	AMERICAN EXPRESS	3787-519376-31002	3787-519376-31002	1101501 |540550|		2026/3	200.00
						Total For Check # 332398			**200.00**
09/11/2025	332400	1007	AMERICAN SERVICES INC.	3080	MOWING CONTRACT FOR EIGHT PARKS	1106000 |540280|		2026/3	1,073.05
				3117	3117 AUG 31, 2025	1101315 |540280|		2026/3	60.00
						Total For Check # 332400			**1,133.05**
09/11/2025	332405	885	ATWOOD DISTRIBUTING LP	3564	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/3	34.93
				3614	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/3	15.15
				3613	BLANKET PO SAFETY SHOES & MISC	1105300 |560240|		2026/3	319.92
						Total For Check # 332405			**370.00**
09/11/2025	332407	12	AVB	JULY 2025	JULY 2025	1101501 |550280|		2026/3	182.55
				JULY 2025 VENDOR	JULY 2025 VENDOR	1101501 |550280|		2026/3	40.16
						Total For Check # 332407			**222.71**
09/11/2025	332408	2321	AVERY DENNISON CORP	61828372	Parts for Printer and Plotter	1105315 |560310|		2026/3	239.66
				61828147	HIP MEDIA/PET LINER	1105315 |560360|		2026/3	1,792.80
						Total For Check # 332408			**2,032.46**
09/11/2025	332410	1330	BRINK'S INCORPORATED	7843362	INV 7843362 JULY 2025 BILLING	1106002 |550280|		2026/3	2,491.18
				7843362	INV 7843362 JULY 2025 BILLING	1101800 |550280|		2026/3	1,247.39
						Total For Check # 332410			**3,738.57**
09/11/2025	332411	19	BROKEN ARROW ELECTRIC	S3386790.001	BLANKET PO FOR MISC ELECTRICAL	1106000 |560180|		2026/3	312.78
				S3385381.001	BLANKET PO FOR MISC ELECTRICAL	1106002 |560180|		2026/3	73.87
						Total For Check # 332411			**386.65**
09/11/2025	332412	20	BROKEN ARROW LAWN &	123864	BLANKET PO FOR MISC	1106000 |560310|		2026/3	18.20

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				124276	BLANKET PO FOR MISC	1106005 |560230|		2026/3	21.95
				123920	BLANKET PO FOR MISC	1106000 |560310|		2026/3	-14.68
				125129	BLANKET PO FOR MISC	1106003 |560310|		2026/3	24.86
				125644	BLANKET PO FOR MISC	1106003 |560310|		2026/3	19.42
				125469	BLANKET PO FOR MISC	1105300 |560230|		2026/3	78.54
						Total For Check #	**332412**		**148.29**
09/11/2025	332413	22	BROKEN ARROW SENIORS INC	JULY 2025 EXT HOURS	BA SENIORS MONTHLY PAYMENT	1106002 |550100|		2026/3	600.00
				AUG 2025 EXT HOURS	BA SENIORS MONTHLY PAYMENT	1106002 |550100|		2026/3	605.00
						Total For Check #	**332413**		**1,205.00**
09/11/2025	332415	297	C J MOLONEYS REST & PUB	08212025	08212025 LUNCH FOR COMMUNITY	1101700 |540280|		2026/3	997.50
						Total For Check #	**332415**		**997.50**
09/11/2025	332418	37	CINTAS CORPORATION	5289278104	BLANKET PO FOR ALL DEPARTMENT	1106000 |560230|		2026/3	49.17
				5290038307	BLANKET PO FOR ALL DEPARTMENT	1101400 |560230|		2026/3	195.75
				5290038307	BLANKET PO FOR ALL DEPARTMENT	1101700 |560230|		2026/3	109.25
				5290038306	BLANKET PO FOR ALL DEPARTMENT	1101102 |560230|		2026/3	90.04
				5290038311	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/3	12.65
				5290038312	BLANKET PO FOR ALL DEPARTMENT	1101200 |560230|		2026/3	18.34
				9336067209	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336067134	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336067118	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336065301	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336064872	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336064877	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336058157	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336043199	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336055743	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336009780	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336032067	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336009576	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336008327	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336009581	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9335957948	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336008378	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9335957956	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	99.00
				9336067214	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	198.00
				9336067130	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	198.00
				9335947989	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	198.00
				5289761102	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/3	24.93
				9336066503	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	297.00
				9336065297	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	297.00
				9336066508	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/3	396.00
				9335957952	BLANKET PO FOR ALL DEPARTMENT	1101315 |540330|		2026/3	50.00
				9335957960	BLANKET PO FOR ALL DEPARTMENT	1101102 |540330|		2026/3	48.41
						Total For Check #	**332418**		**3,865.54**
09/11/2025	332419	996	CITY OF BROKEN ARROW	173100	Payroll Run 1 - Warrant 250829	110 |218180|		2026/2	423.32
				173100	Payroll Run 1 - Warrant 250829	110 |218360|		2026/2	3,606.85
						Total For Check #	**332419**		**4,030.17**
09/11/2025	332421	1391	CLEAN THE UNIFORM CO	52151447	52151447 AUG 27, 2025	1101700 |540330|		2026/3	6.08
				52151928	52151928 AUG 29, 2025	1106000 |540310|		2026/3	105.53
				52151928	52151928 AUG 29, 2025	1106000 |540330|		2026/3	0.34
				52151450	52151450 AUG 27, 2025	1106000 |540310|		2026/3	33.04
				52151450	52151450 AUG 27, 2025	1106003 |540310|		2026/3	51.42
				52150340	52150340 AUG 20, 2025	1106005 |540330|		2026/3	1.32
				52151923	52151923 AUG 29, 2025	1101415 |540310|		2026/3	50.39
				52149706	52149706 AUG 15, 2025	1101415 |540310|		2026/3	50.39

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				52151929	52151929 AUG 29, 2025	1106002 |540330|		2026/3	33.17
				52150828	RENTAL CHARGES FOR DIVISION	1106000 |540310|		2026/3	105.53
				52150828	RENTAL CHARGES FOR DIVISION	1106000 |540330|		2026/3	0.34
				52150341	RENTAL CHARGES FOR DIVISION	1106000 |540310|		2026/3	33.04
				52150341	RENTAL CHARGES FOR DIVISION	1106003 |540310|		2026/3	51.42
				52152551	52152551 SEPT 3, 2025	1106005 |540330|		2026/3	1.32
						Total For Check # 332421			**523.33**
09/11/2025	332423	474	CMRS-POC	AUG 2025	US POSTAL SERIVCES NEOPOST	1101700 |550390|		2026/3	6,991.45
						Total For Check # 332423			**6,991.45**
09/11/2025	332424	5323	COLUMN SOFTWARE PBC	9B37CAF5-0073	9B37CAF5-0073 AUG 28, 2025	1101410 |550050|		2026/3	238.04
				9B37CAF5-0074	9B37CAF5-0074 AUG 28, 2025	1101410 |550050|		2026/3	106.82
				9B37CAF5-0075	9B37CAF5-0075 AUG 28, 2025	1101410 |550050|		2026/3	172.66
				9B37CAF5-0076	9B37CAF5-0076 AUG 28, 2025	1101410 |550050|		2026/3	65.83
				B6BD5005-0222	B6BD5005-0222 AUG 20, 2025	1101700 |550050|		2026/3	38.57
				B6BD5005-0214	B6BD5005-0214 AUG 5, 2025	1101700 |550050|		2026/3	48.40
				B6BD5005-0213	BD6BD5005-0213 AUG 5, 2025	1101700 |550050|		2026/3	45.30
				B6BD5005-0221	B6BD5005-0221 AUG 20, 2025	1101700 |550050|		2026/3	36.16
						Total For Check # 332424			**751.78**
09/11/2025	332430	5259	DAVID PICKEL	PDR 08292025	PER DIEM REQUEST - AUG 29, 2025	1101700 |550030|		2026/3	43.00
				T&A 08292025	TRAVEL & ACCOMMODIATION - AUG 29,	1101700 |550030|		2026/3	1,382.70
						Total For Check # 332430			**1,425.70**
09/11/2025	332437	1948	FOREST ELLIOTT	AUG 2025	MARTIAL ARTS INSTRUCTOR	1106002 |540280|		2026/3	855.00
						Total For Check # 332437			**855.00**
09/11/2025	332439	153	GELLCO UNIFORMS & SHOES	00301211	BLANKET PO FOR UNIFORMS/BOOTS	1106000 |560100|		2026/3	179.99
						Total For Check # 332439			**179.99**
09/11/2025	332441	3223	GORDON OUTDOOR	43270	43270 SEPT BILLBOARD	1101315 |530870|		2026/3	750.00
						Total For Check # 332441			**750.00**
09/11/2025	332442	5026	DALE GRAHAM	256	256 AUG 12, 2025	1101700 |540070|		2026/3	150.00
				258	258 AUG 12, 2025	1101700 |540070|		2026/3	100.00
				000222	000222 AUG 20, 2025	1105300 |540070|		2026/3	1,395.00
				262	REPAIRS ON UNITS AT NIENHUIS	1106002 |540070|		2026/3	250.00
				265	265 SEPT 4, 2025	1105300 |540070|		2026/3	1,256.00
						Total For Check # 332442			**3,151.00**
09/11/2025	332443	76	GRAINGER	9624521341	2LVK5 Dual head drench hose/eyewash,	1106000 |560240|		2026/3	364.17
				9623980464	56GK23 HID, 1500W, BT56 mogul screw	1106000 |560180|		2026/3	1,536.00
						Total For Check # 332443			**1,900.17**
09/11/2025	332453	1206	ID WHOLESALER	INV7622520	Printer Ink for ID Machines	1106002 |560030|		2026/3	198.00
						Total For Check # 332453			**198.00**
09/11/2025	332458	3537	J & J BOWERS LAWN CARE	25902	MOWING @ IT COMMS - AUGUST 2025	1101200 |540280|		2026/3	200.00
						Total For Check # 332458			**200.00**
09/11/2025	332459	1560	JOHNNIE PARKS	PDR 08292025	PER DIEM REQUEST - AUG 29, 2025	1101700 |550030|		2026/3	43.00
				MLG 09042025	MILEAGE REIMBURSEMENT - SEPT 04,	1101700 |550030|		2026/3	58.10
						Total For Check # 332459			**101.10**
09/11/2025	332461	2221	JOSEPHINE SHAW	AUG 2025	75% GYMNASTICS INSTRUCTOR	1106002 |540280|		2026/3	855.00
						Total For Check # 332461			**855.00**
09/11/2025	332463	5131	KEVIN BEHE	13960	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.47
				13960	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.58

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			13960	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.24
			13960	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.17
			13960	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.48
			13960	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.62
			13969	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.35
			13969	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.99
			13969	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.95
			13969	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.67
			13969	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.91
			13969	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.48
			13971	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.42
			13971	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.38
			13971	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.15
			13971	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.00
			13971	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.29
			13971	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.57
			13972	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.42
			13972	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.38
			13972	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.15
			13972	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.00
			13972	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.29
			13972	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.57
			13973	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.22
			13973	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.19
			13973	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.57
			13973	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.00
			13973	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.14
			13973	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.29
			13959	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.42
			13959	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.38
			13959	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.15
			13959	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.00
			13959	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.29
			13959	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.57
			14404	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.22
			14404	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.19
			14404	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.57
			14404	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.00
			14404	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.14
			14404	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.29
			14396	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.22
			14396	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.19
			14396	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.57
			14396	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.00
			14396	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.14
			14396	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.29
			14484	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.29
			14484	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.59
			14484	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.76
			14484	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.34
			14484	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.53
			14484	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.38
			14391	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.29
			14391	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.59
			14391	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.76
			14391	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.34
			14391	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.53
			14391	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.38
			14392	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.29
			14392	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.59

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			14392	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.76
			14392	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.34
			14392	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.53
			14392	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.38
			14393	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.29
			14393	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.59
			14393	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.76
			14393	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.34
			14393	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.53
			14393	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.38
			14400	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.35
			14400	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.99
			14400	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.95
			14400	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.67
			14400	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.91
			14400	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.48
			14388	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.35
			14388	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.99
			14388	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.95
			14388	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.67
			14388	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.91
			14388	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.48
			14399	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.35
			14399	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.99
			14399	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.95
			14399	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.67
			14399	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.91
			14399	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.48
			14401	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.43
			14401	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.38
			14401	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.15
			14401	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.00
			14401	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.29
			14401	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.57
			14402	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.43
			14402	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.38
			14402	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.15
			14402	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.00
			14402	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.29
			14402	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.57
			14403	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.42
			14403	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.38
			14403	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.15
			14403	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.00
			14403	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.29
			14403	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.57
			14394	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.43
			14394	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.38
			14394	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.15
			14394	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.00
			14394	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.29
			14394	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.57
			14390	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.42
			14390	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.38
			14390	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.15
			14390	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.00
			14390	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.29
			14390	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.57
			14395	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.47
			14395	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.58

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14395	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.24
				14395	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.17
				14395	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.48
				14395	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.62
				14389	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.47
				14389	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.58
				14389	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.24
				14389	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.17
				14389	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.48
				14389	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.62
				13970	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.42
				13970	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.38
				13970	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.15
				13970	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.00
				13970	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.29
				13970	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.57
						Total For Check #	**332463**		**174.19**
09/11/2025	332471	4380	LOCK-DOC INC	080525-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	1106002 |560180|		2026/3	311.60
				080525-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	1101700 |560180|		2026/3	335.00
				081425-H13	BLANKET PO FOR LOCKS,KEYS, & ETC	1106002 |560180|		2026/3	208.65
				081425-H13	BLANKET PO FOR LOCKS,KEYS, & ETC	1106001 |560180|		2026/3	335.00
						Total For Check #	**332471**		**1,190.25**
09/11/2025	332472	131	LOCKE SUPPLY COMPANY	56333956-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/3	49.38
						Total For Check #	**332472**		**49.38**
09/11/2025	332478	5477	MICHELLE L BARBOUR	RDFM-2025-1	RDFM ENTERTAINMENT 09/06/2025	1101400 |540280|		2026/3	400.00
						Total For Check #	**332478**		**400.00**
09/11/2025	332479	3574	MIRAMAR TRAFFIC & PARKING	8534	25mph speed limit signs	1105315 |560360|		2026/3	528.45
						Total For Check #	**332479**		**528.45**
09/11/2025	332482	777	MTTA	0000000000086451	FY26 AGREEMENT	1101700 |540280|		2026/3	29,271.89
				000000000086608	FY26 AGREEMENT	1101700 |540280|		2026/3	29,619.48
						Total For Check #	**332482**		**58,891.37**
09/11/2025	332484	25	NAPA AUTO PARTS	18749	7151	1105300 |560200|		2026/3	15.05
				18749	300458	1105300 |560200|		2026/3	49.89
				18749	230266	1105300 |560200|		2026/3	10.91
				18749	200679	1105300 |560200|		2026/3	45.38
				18749	GRP65	1105300 |560200|		2026/3	223.86
				18749	GRP65	1105300 |560200|		2026/3	73.00
				18749	GRP65	1105300 |560200|		2026/3	-73.00
				18749	15W40BULK	1105300 |560210|		2026/3	47.58
				18758	XRIDONSEN	1105300 |560200|		2026/3	106.62
				18763	F013868	1101415 |560190|		2026/3	386.56
				18766	GRP31	1105300 |560200|		2026/3	233.34
				18766	GRP31	1105300 |560200|		2026/3	72.90
				18766	9080XXL	1105300 |560230|		2026/3	16.67
				18770	7370	1105300 |560200|		2026/3	34.66
				18770	7140	1105300 |560200|		2026/3	35.16
				18770	600591	1105300 |560200|		2026/3	50.51
				18770	600500	1105300 |560200|		2026/3	26.06
				18770	15W40BULK	1105300 |560210|		2026/3	153.72
				18779	84322977	1105300 |560200|		2026/3	830.93
				18779	48005095	1105300 |560200|		2026/3	4,693.46
				19009	94079	1106000 |560200|		2026/3	318.78
				19011	1009216	1106000 |560200|		2026/3	117.57
				19011		1106000 |560200|		2026/3	20.43

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			19014	FT10855	1106000 |560200|		2026/3	79.14
			19014	3150	1106000 |560200|		2026/3	17.04
			19111	87550999	1105300 |560200|		2026/3	548.29
			19111	84381320	1105300 |560200|		2026/3	103.34
			19111	800438	1105300 |560200|		2026/3	17.34
			19111		1105300 |560200|		2026/3	15.00
			019052	1372	1105300 |560200|		2026/3	4.25
			019052	3243	1105300 |560200|		2026/3	9.08
			019052	9136	1105300 |560200|		2026/3	14.76
			019052	GRP65	1105300 |560200|		2026/3	111.93
			019052	GRP65	1105300 |560200|		2026/3	36.50
			019052	GRP65	1105300 |560200|		2026/3	-36.50
			019052	5W20BULK	1105300 |560210|		2026/3	21.42
			019055	0492036	1105300 |560190|		2026/3	5,551.32
			019057	IC584	1105300 |560200|		2026/3	106.44
			019057	4469	1105300 |560200|		2026/3	139.52
			019057	58969	1105300 |560200|		2026/3	79.80
			019070	1846480C2	1105300 |560200|		2026/3	94.18
			019070	2501105C1	1105300 |560200|		2026/3	44.98
			019071	46AW2BULK	1105300 |560210|		2026/3	101.60
			019079	0178000100	1105300 |560200|		2026/3	1,022.26
			019079		1105300 |560200|		2026/3	352.50
			019083	4163101	1106000 |560200|		2026/3	171.78
			018953	975658	1105300 |560200|		2026/3	292.43
			018955	1000CON1426	1105300 |560200|		2026/3	275.62
			018955	1000RD12095	1105300 |560200|		2026/3	42.19
			018955	21750459	1105300 |560200|		2026/3	330.79
			018955	3543T4935001	1105300 |560200|		2026/3	76.78
			018963	1674212	1106005 |560190|		2026/3	155.25
			019133	FT7974	1105300 |560200|		2026/3	64.93
			019133	FT7973	1105300 |560200|		2026/3	59.74
			019136	754P06774	1106000 |560200|		2026/3	138.89
			019142	GRP31	1105310 |560200|		2026/3	233.34
			019142	GRP31	1105310 |560200|		2026/3	72.90
			019142	GRP31	1105310 |560200|		2026/3	-72.90
			019148	GRP31	1105310 |560200|		2026/3	-233.34
			019148	GRP31	1105310 |560200|		2026/3	-72.90
			019148	GRP31	1105310 |560200|		2026/3	72.90
			019165	MTP151R	1105310 |560200|		2026/3	199.61
					Total For Check #	**332484**		**17,732.24**
09/11/2025	332485		18741	AR153	1105300 |560200|		2026/3	38.46
			18742	4579	1106003 |560200|		2026/3	7.11
			18742	2725	1106003 |560200|		2026/3	15.92
			18742	7060	1106003 |560200|		2026/3	4.25
			18742	5W20BULK	1106003 |560210|		2026/3	21.42
			18742	2413	1106003 |560230|		2026/3	6.12
			18743	2725	1101415 |560200|		2026/3	15.92
			18743	7060	1101415 |560200|		2026/3	4.25
			18743	60221B	1101415 |560200|		2026/3	20.76
			18743	5W20BULK	1101415 |560210|		2026/3	21.42
			18743	2413	1101415 |560230|		2026/3	6.12
			18753	X001TX0JLX	1106000 |560200|		2026/3	25.31
			18761	600149	1105300 |560200|		2026/3	59.06
			18761	2413	1105300 |560230|		2026/3	3.33
			18762	3759	1105300 |560200|		2026/3	17.01
			18762	3609	1105300 |560200|		2026/3	17.56
			18769	3034009	1105300 |560200|		2026/3	18.28
			18775	122377	1106000 |560210|		2026/3	14.28
			18775	2413	1106000 |560230|		2026/3	6.66

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			18979	RTU1EXT	1105300 |560210|		2026/3	51.66
			18992	FT7997	1106000 |560200|		2026/3	60.91
			19008	615	1105300 |560210|		2026/3	45.90
			19008	9080L	1105300 |560230|		2026/3	15.56
			19008	7631112	1105300 |560230|		2026/3	21.39
			19008	SW050	1105300 |560230|		2026/3	3.29
			19102	114	1105300 |560230|		2026/3	26.54
			19110	1C01063015	1106000 |560200|		2026/3	70.00
			19123	15W40BULK	1106000 |560210|		2026/3	21.96
			19125	6C3Z15442A	1105300 |560200|		2026/3	21.93
			019059	2413	1105300 |560230|		2026/3	39.96
			019062	1348	1101200 |560200|		2026/3	4.25
			019062	0W20BULK	1101200 |560210|		2026/3	19.25
			019068	1823742C1	1105300 |560200|		2026/3	31.04
			019068	1818693C1	1105300 |560200|		2026/3	8.97
			019069	6050A	1105300 |560200|		2026/3	21.32
			019069	60700	1105300 |560200|		2026/3	4.54
			019069	6050	1105300 |560200|		2026/3	21.28
			019069	7709231	1105300 |560230|		2026/3	9.98
			019072	990060908	1106000 |560200|		2026/3	57.29
			019076	401237	1106000 |560200|		2026/3	56.62
			019076		1106000 |560200|		2026/3	11.87
			019087	SLA1055	1105300 |560200|		2026/3	17.91
			018917	68210	1105300 |560200|		2026/3	23.76
			018930	7545	1106000 |560200|		2026/3	-18.00
			018932	8475AAA	1106000 |560200|		2026/3	-18.00
			018962	60250R	1106000 |560200|		2026/3	35.30
			019129	2230266	1101415 |560200|		2026/3	10.66
			019129	9883	1101415 |560200|		2026/3	12.73
			019129	7502	1101415 |560200|		2026/3	4.25
			019129	60221B	1101415 |560200|		2026/3	20.76
			019129	5W30BULK	1101415 |560210|		2026/3	32.32
			019130	GR14CHTR	1101800 |560210|		2026/3	50.80
			019131	7631113	1105300 |560230|		2026/3	21.39
			019137	7578664	1105300 |560200|		2026/3	84.09
			019147	136506	1106005 |560190|		2026/3	41.74
			019158	2843450	1105300 |560200|		2026/3	19.43
			019158	5159676	1105300 |560200|		2026/3	42.02
					Total For Check #	**332485**		**1,329.91**
09/11/2025	332486		18756	HIPA	1106000 |560200|		2026/3	8.41
			18767	K311172742	1106000 |560200|		2026/3	0.69
			18767	K321144712	1106000 |560200|		2026/3	7.13
			18767	401350140	1106000 |560200|		2026/3	0.83
			18774	1157N	1105300 |560200|		2026/3	0.86
			18777	550049485	1106000 |560210|		2026/3	6.51
			18989	702277	1105300 |560210|		2026/3	12.23
			18989	706620	1105300 |560210|		2026/3	3.60
			18993	60700	1106000 |560200|		2026/3	2.27
			19107	5051212	1105300 |560200|		2026/3	1.28
			19107	7094706C1	1105300 |560200|		2026/3	14.26
			19113	7051212	1105300 |560200|		2026/3	2.60
			19114	706620	1106000 |560210|		2026/3	10.80
			019053	9832	1106000 |560210|		2026/3	4.81
			019060	4025J	1106000 |560210|		2026/3	12.24
			019077	0120C	1106000 |560230|		2026/3	5.59
			019080	2010	1105300 |560200|		2026/3	10.94
			019081	SW050	1105300 |560230|		2026/3	3.29
			018934	WATER	1106000 |560230|		2026/3	1.36
			018949	9006XSN	1106000 |560200|		2026/3	6.87

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				018966	46AW2BULK	1105300 |560210|		2026/3	15.24
				019127	299106	1105300 |560230|		2026/3	14.61
				019146	71841	1105300 |560230|		2026/3	2.03
				019152	2413	1105300 |560230|		2026/3	6.66
				019152	49005	1105300 |560230|		2026/3	8.67
				019154	7101112	1106000 |560190|		2026/3	4.83
						Total For Check #	**332486**		**168.61**
09/11/2025	332492	298	OMECORP, LLC	304461	304461 AUG 26, 2025	1101800 |560230|		2026/3	390.00
						Total For Check #	**332492**		**390.00**
09/11/2025	332497	1638	PONDS RX OK, INC	66063	INV# 66063 08/01/2025	1106003 |540280|		2026/2	1,387.00
						Total For Check #	**332497**		**1,387.00**
09/11/2025	332501	1338	QUESTYS SOLUTIONS	QSIMN0000674	Questys 2026	1101200 |540550|		2026/3	25,336.65
						Total For Check #	**332501**		**25,336.65**
09/11/2025	332506	201	ROYAL PRINTING	66809	66809 AUG 28, 2025	1101800 |560230|		2026/3	33.00
				66824	CITY NAME TAGS	1105300 |540310|		2026/3	16.50
				66824	CITY NAME TAGS	1105300 |540310|		2026/3	16.50
						Total For Check #	**332506**		**66.00**
09/11/2025	332512	5048	SHAMROCK TIRE & AUTO	107-797847	BLANKET PO FOR ALIGNMENTS	1106005 |540290|		2026/3	15.00
						Total For Check #	**332512**		**15.00**
09/11/2025	332513	834	SOFTWARE HOUSE	B20190363	Micrsoft Yearly ES SHI	1101010 |540550|		2026/3	3,099.72
				B20190363	Micrsoft Yearly ES SHI	1101102 |540550|		2026/3	5,378.16
				B20190363	Micrsoft Yearly ES SHI	1101200 |540550|		2026/3	106,506.71
				B20190363	Micrsoft Yearly ES SHI	1101300 |540550|		2026/3	6,885.84
				B20190363	Micrsoft Yearly ES SHI	1101400 |540550|		2026/3	14,830.44
				B20190363	Micrsoft Yearly ES SHI	1101501 |540550|		2026/3	5,339.52
				B20190363	Micrsoft Yearly ES SHI	1101800 |540550|		2026/3	5,206.20
				B20190363	Micrsoft Yearly ES SHI	1105300 |540550|		2026/3	5,409.12
				B20190363	Micrsoft Yearly ES SHI	1105310 |540550|		2026/3	2,035.92
				B20190363	Micrsoft Yearly ES SHI	1106000 |540550|		2026/3	9,202.20
				B20190363	Micrsoft Yearly ES SHI	1106002 |540550|		2026/3	5,008.44
				B20190363	Micrsoft Yearly ES SHI	1106005 |540550|		2026/3	933.24
						Total For Check #	**332513**		**169,835.51**
09/11/2025	332514	2144	SITE ONE LANDSCAPE SUPPLY	157717914-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/3	33.00
				157901345-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/3	108.82
						Total For Check #	**332514**		**141.82**
09/11/2025	332516	1081	SOUTHERN AGRICULTURE	827051	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/3	25.95
				827671	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/3	15.95
				828521	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/3	5.96
				829264	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/3	5.96
						Total For Check #	**332516**		**53.82**
09/11/2025	332517	268	SOUTHERN TIRE MART	3500275643	unit 1761	1105300 |560190|		2026/3	690.40
						Total For Check #	**332517**		**690.40**
09/11/2025	332523	533	BROKEN ARROW INSURANCE	3224147	3224147 AUG 28, 2025	1101315 |530110|		2026/3	30.00
						Total For Check #	**332523**		**30.00**
09/11/2025	332525	1961	BROKEN ARROW HISTORICAL	000000000000042	000000000000042 SEPT 6, 2025	1101700 |550860|		2026/3	3,000.00
						Total For Check #	**332525**		**3,000.00**
09/11/2025	332526	5436	THE ORSUS GROUP, INC	43983	43983 AUG-1-SEPT 1, 2025	1101102 |530870|		2026/3	1,522.54
						Total For Check #	**332526**		**1,522.54**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332527	4499	TIFFANY APRIL HALEY	2110	2110 AUG 21, 2025	1101700 |560230|		2026/3	150.00
				2111	2111 AUG 25, 2025	1101700 |560230|		2026/3	30.00
						Total For Check # 332527			**180.00**
09/11/2025	332531	949	TULSA WINNELSON COMPANY	639846 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/3	147.90
				639947 01	BLANKET PO MISC. PLUMBING	1106005 |560180|		2026/3	22.68
						Total For Check # 332531			**170.58**
09/11/2025	332540	1169	VERIZON	6121607714	6121607714 JULY 22-AUG 21, 2025	1101200 |550540|		2026/3	40.01
						Total For Check # 332540			**40.01**
09/11/2025	332541	376	WAGONER COUNTY CLERK	25-7036	FILINGS AT THE COUNTY CLERKS	1101700 |550860|		2026/3	36.00
						Total For Check # 332541			**36.00**
09/11/2025	332542			25-7288	FILINGS AT THE COUNTY CLERKS	1101700 |550860|		2026/3	72.00
						Total For Check # 332542			**72.00**
09/11/2025	332544	24	WEST THOMSON REUTERS	852450579	852450579 SEPT 1, 2025	1101010 |560280|		2026/3	2,137.07
						Total For Check # 332544			**2,137.07**
09/11/2025	332546	1095	WINDSTREAM HOLDINGS II LLC	100642705 08272025	FY26 ANNUAL AGREEMENT	1101700 |550220|		2026/3	304.29
						Total For Check # 332546			**304.29**
09/11/2025	332548	264	YOUTH SERVICES OF TULSA	SEPT 2025	CONTRACT AGREEMENT	1101700 |550100|		2026/3	2,500.00
						Total For Check # 332548			**2,500.00**
09/15/2025	332549	3397	BLAKE'S AV SOLUTIONS LLC	95	AV for Hops, Bops & Bites	1101400 |530870|	2614030	2026/3	7,650.00
						Total For Check # 332549			**7,650.00**
09/18/2025	332555	140	MIRACLE RECREATION EQUIP	JW-325	(180) CYDS- Playground Certified Certified	1106000 |560330|		2025/12	4,980.00
						Total For Check # 332555			**4,980.00**
09/18/2025	332559	3932	SOONER LOCK & KEY INC	118193364	BLANKET PO FOR KEYS	1105300 |560230|		2025/12	35.00
						Total For Check # 332559			**35.00**
09/18/2025	332561	33	WAGONER COUNTY ABSTRACT	ZC-25-003	ZC-25-003	1101400 |530870|		2025/12	250.00
						Total For Check # 332561			**250.00**
09/18/2025	332565	1092	WESTLAKE HARDWARE INC	8038484	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/3	16.58
						Total For Check # 332565			**16.58**
09/18/2025	332567	489	ADMIRAL EXPRESS LLC	2606020-0	2606020-0 SEPT 4, 2025	1101315 |560230|		2026/3	25.99
				207959-S	207959-S	1106000 |560030|		2026/3	167.81
				207998-S	207998-S	1106002 |560030|		2026/3	185.94
				208121-S	208121-S	1101800 |560030|		2026/3	21.74
				207850-S	207850-S	1101300 |560030|		2026/3	182.76
				208108-S	208108-S	1101800 |560030|		2026/3	38.49
				207957-S	207957-S	1101010 |560030|		2026/3	150.27
				208016-S	208016-S	1105300 |560030|		2026/3	27.64
				207902-S	207902-S	1101102 |560030|		2026/3	116.97
				207912-S	207912-S	1101700 |560030|		2026/3	39.72
						Total For Check # 332567			**957.33**
09/18/2025	332568	149	AMERICAN ELECTRIC	308-466-0-4 09022025	950-308-466-0-4 SEPT 2, 2025 1205 W	1106000 |550400|		2026/3	78.52
				550-797-0-3 09022025	958-550-797-0-3 SEPT 2, 2025 1900 W	1106000 |550410|		2026/3	166.30
				058-747-0-7 09022025	959-058-747-0-7 SEPT 2, 2025 8800 S	1106000 |550410|		2026/3	237.86
				454-130-1-4 08282025	956-454-130-1-4 AUG 28, 2025	1105310 |550250|		2026/3	265.65
				827-5959-4-4 8272025	955-827-595-4-4 AUG 27, 2025	1106002 |550250|		2026/3	19,201.03
				827-5959-4-4 8272025	955-827-595-4-4 AUG 27, 2025	1106000 |550460|		2026/3	751.85

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				937-903-0-2 09102025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/3	5,389.84
				937-903-0-2 09102025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550400|		2026/3	1,907.11
				937-903-0-2 09102025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550410|		2026/3	1,825.51
				937-903-0-2 09102025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550420|		2026/3	3,453.97
				937-903-0-2 09102025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550430|		2026/3	770.12
						Total For Check #	**332568**		**34,047.76**
09/18/2025	332572	4935	AMAZON.COM SALES INC	1WF1-W6WP-31J4	ITEM: Swingline Staples, S.F. 4, Premium	1101400 |560030|		2026/3	107.38
				17C9-Y1FY-7TRW	Soap dispensers-For Parks-Bruce Leonhart	1106000 |560230|		2026/3	80.12
				1VHC-4PQM-1TM9	Office Supplies	1105300 |560030|		2026/3	84.98
				161G-CGLL-6697	(URGENT) GIFT BOX & CART - CRICKETT	1101700 |560230|		2026/3	69.87
				1CJ1-6HTJ-33X4	Office Supplies	1101102 |560030|		2026/3	136.59
				1CJ1-6HTJ-33X4	Office Supplies	1101102 |560230|		2026/3	149.23
				1CJ1-6HTJ-33X4	Office Supplies	1101102 |560240|		2026/3	278.09
				161G-CGLL-3PCQ	UPS Batteries & Tools	1101200 |560240|		2026/3	407.24
				1PX7-KYPH-YCTP	ITEM: Ampad Perforated Pad, Size 5 x 8,	1101400 |560030|		2026/3	31.96
				1PX7-KYPH-YCTP	ITEM: Ampad Perforated Pad, Size 5 x 8,	1101415 |560230|		2026/3	20.08
				16HP-13J1-3F3X	Office Supplies	1101102 |560030|		2026/3	48.34
				11Y3-Y9PD-7T7Q	UPS Batteries Arts/CH-Main	1101200 |560240|		2026/3	1,314.06
				1GWG-F6H4-9F9M	Office Supplies	1101102 |550890|		2026/3	94.15
				1GWG-F6H4-9F9M	Office Supplies	1101102 |560030|		2026/3	3.98
				1HDW-YT1Y-1QNH	Office Supplies	1105300 |560030|		2026/3	52.48
				1DXF-PNGY-4HRP	Recreation Supplies RH	1106002 |560330|		2026/3	31.75
				1FP6-KL6V-341F	ITEM: Scotch Magic Tape, 12 Rolls,	1101800 |560030|		2026/3	48.48
				1X7G-9G7Q-3CXF	Office Supplies	1101102 |550890|		2026/3	36.66
				1X7G-9G7Q-3CXF	Office Supplies	1101102 |560030|		2026/3	205.56
				1X6W-MVGM-19KF	Office Supplies	1101102 |560030|		2026/3	17.61
				1X6W-MVGM-19KF	Office Supplies	1101102 |560230|		2026/3	22.03
				1L6G-FPRT-NYKW	ITEM: Globe-Weis Columbia Binding Case,	1101800 |560030|		2026/3	136.75
				1L6G-FPRT-NYKW	ITEM: Globe-Weis Columbia Binding Case,	1101800 |560230|		2026/3	13.97
				1XM9-7W4D-7GTP	Office Supplies	1101102 |560030|		2026/3	58.25
				1FN4-RJJQ-TYDK	ITEM: Amazon Basics 10 Security-Tinted	1101800 |560030|		2026/3	33.19
				1F3X-DLNX-4WRR	ITEM: Mini PC Mount for Dell Micro	1101200 |560230|		2026/3	29.99
						Total For Check #	**332572**		**3,512.79**
09/18/2025	332573			1VM3-PRKT-G7X7	Office Supplies	1101102 |560230|		2026/3	54.14
				1QNV-WFDD-GH9M	ITEM: Duracell Coppertop AA Batteries	1101800 |560030|		2026/3	43.49
				19NM-YLRR-7QMW	ITEM: Amazon Basics Dry Erase Markers	1101315 |560230|		2026/3	48.56
				1VG1-4Y7C-TDQF	ITEM: MRS. MEYER'S CLEAN DAY Hand	1101315 |560030|		2026/3	24.99
				1VG1-4Y7C-TDQF	ITEM: MRS. MEYER'S CLEAN DAY Hand	1101315 |560230|		2026/3	10.26
				167Q-D49L-4HWV	Recreation Supplies Central	1106002 |560330|		2026/3	51.97
				1GML-HWC3-3VWX	OFFICE SUPPLIES	1105310 |560230|		2026/3	67.38
						Total For Check #	**332573**		**300.79**
09/18/2025	332574	1007	AMERICAN SERVICES INC.	3199	3199 SEPT 4, 2025	1106000 |540280|		2026/3	1,073.05
				3103	3103 AUG 29, 2025	1106000 |540280|		2026/3	1,073.05
				3246		1106000 |540280|		2026/3	1,073.05
						Total For Check #	**332574**		**3,219.15**
09/18/2025	332579	4846	APAC-CENTRAL, INC.	7002317596	BLANKET PO FOR AGGREGATE	1105300 |560800|		2026/3	904.23
						Total For Check #	**332579**		**904.23**
09/18/2025	332582	73	AT&T	9181053484 09012025	918 105-3484 322 4 SEPT 1 2025	1101700 |550220|		2026/3	30.00
						Total For Check #	**332582**		**30.00**
09/18/2025	332584	885	ATWOOD DISTRIBUTING LP	3616	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/3	18.99
				3611	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/3	20.39
				3607	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/3	86.99
						Total For Check #	**332584**		**126.37**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/18/2025	332588	4666	BLUEJAY PROPERTIES LLC	OCT 2025	REAL PROPERTY RENTAL OR LEASE	1101315 |540330|		2026/3	1,750.00
						Total For Check # 332588			**1,750.00**
09/18/2025	332589	4203	BOOMERANG PRINTING LLC	50048	CHRISTMAS FOAM BOARDS	1101315 |550360|		2026/3	349.00
						Total For Check # 332589			**349.00**
09/18/2025	332592	1330	BRINK'S INCORPORATED	7921149	7921149 AUG 2025	1106002 |550280|		2026/3	2,386.39
				7921149	7921149 AUG 2025	1101800 |550280|		2026/3	1,345.84
						Total For Check # 332592			**3,732.23**
09/18/2025	332594	20	BROKEN ARROW LAWN &	125817	BLANKET PO FOR MISC	1106003 |560310|		2026/3	35.99
						Total For Check # 332594			**35.99**
09/18/2025	332596	594	BUILDERS SUPPLY, INC.	791112	BLANKET PO FOR MISC BUILDING	1106005 |560180|		2026/3	798.00
						Total For Check # 332596			**798.00**
09/18/2025	332597	297	C J MOLONEYS REST & PUB	08262025	08262025 ADMIN & CITY MANAGERS	1101700 |560230|		2026/3	357.00
						Total For Check # 332597			**357.00**
09/18/2025	332598	3492	CAROLYN JEAN KEY	09022025	ZUMBA 8/1-31/2025	1106002 |540280|		2026/3	128.34
						Total For Check # 332598			**128.34**
09/18/2025	332603	4456	CISION US INC.	INVUS6011945898	INVUS6011945898 AUG 1, 2025	1101310 |540550|		2026/3	16,839.90
						Total For Check # 332603			**16,839.90**
09/18/2025	332605	1391	CLEAN THE UNIFORM CO	52153038	52153038 SEPT 5, 2025	1106000 |540310|		2026/3	106.41
				52153038	52153038 SEPT 5, 2025	1106000 |540330|		2026/3	0.34
				52152552	52152552 SEPT 3, 2025	1106000 |540310|		2026/3	33.04
				52152552	52152552 SEPT 3, 2025	1106000 |540310|		2026/3	51.42
				52153041	52153041 SEPT 5, 2025	1101800 |540330|		2026/3	7.84
				52153034	52153034	1101415 |540310|		2026/3	50.39
				52152548	52152548	1106005 |540310|		2026/3	10.15
				52152548	52152548	1101700 |540330|		2026/3	24.49
				52151446	52151446	1106005 |540310|		2026/3	10.15
				52151446	52151446	1101700 |540330|		2026/3	9.79
				52154140	CPCC MAT, DUST MOPS, TOWELS	1106002 |540330|		2026/3	33.17
				52153659	MATS AT CITY HALL	1101700 |540330|		2026/3	6.08
						Total For Check # 332605			**343.27**
09/18/2025	332609	5323	COLUMN SOFTWARE PBC	9B37CAF5-0078	9B37CAF5-0078	1101410 |550050|		2026/3	114.44
				9B37CAF5-0077	9B37CAF5-0077	1101410 |550050|		2026/3	247.66
				9B7CAF5-0079	9B7CAF5-0079	1101410 |550050|		2026/3	132.49
						Total For Check # 332609			**494.59**
09/18/2025	332614	634	DELL MARKETING L.P.	10834400613	Monitors for J. Jimenez Rubio	1101410 |560240|		2026/3	708.24
						Total For Check # 332614			**708.24**
09/18/2025	332621	3676	ENGINEERED EQUIPMENT INC	PTINV00062089	FILTERS FOR CITY FACILITIES	1101700 |560180|		2026/3	311.51
				PTINV00062089	FILTERS FOR CITY FACILITIES	1105300 |560180|		2026/3	282.98
				PTINV00062089	FILTERS FOR CITY FACILITIES	1106000 |560180|		2026/3	109.27
				PTINV00062089	FILTERS FOR CITY FACILITIES	1106001 |560180|		2026/3	226.60
				PTINV00062089	FILTERS FOR CITY FACILITIES	1106002 |560180|		2026/3	507.00
				PTINV00062089	FILTERS FOR CITY FACILITIES	1106004 |560180|		2026/3	303.12
				PTINV00062089	FILTERS FOR CITY FACILITIES	1101200 |560230|		2026/3	22.80
						Total For Check # 332621			**1,763.28**
09/18/2025	332625	153	GELLCO UNIFORMS & SHOES	00301279	BLANKET PO FOR UNIFORMS/BOOTS	1106002 |560100|		2026/3	200.00
						Total For Check # 332625			**200.00**
09/18/2025	332626	1256	GEODECA LLC	1909068CH	1909068CH	1101400 |530870|		2026/3	275.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					Total For Check # 332626			**275.00**
09/18/2025	332628	5026 DALE GRAHAM	270	REPAIRED BELT AND CHECKED UNIT	1106000 |540070|		2026/3	100.00
					Total For Check # 332628			**100.00**
09/18/2025	332630	1244 GRANICUS, INC.	213812	213812	1101800 |540550|		2026/3	1,365.47
					Total For Check # 332630			**1,365.47**
09/18/2025	332641	1582 IMPERIAL LLC	2870:8716134	2870:8716134	1101700 |550890|		2026/3	65.35
					Total For Check # 332641			**65.35**
09/18/2025	332642	4736 DUSTIN MANLY	10000942	10000942	1105300 |540070|		2026/3	136.00
			10000935	10000935	1101200 |540070|		2026/3	119.00
			10000938	10000938	1106005 |540070|		2026/3	218.00
			10000932	10000932	1106000 |540070|		2026/3	86.00
			10000940	10000940	1106001 |540070|		2026/3	205.00
			10000937	10000937	1106004 |540070|		2026/3	145.00
			10000933	10000933	1101700 |540070|		2026/3	103.00
					Total For Check # 332642			**1,012.00**
09/18/2025	332644	3829 J & A TRAFFIC PRODUCTS	40567	12"x36" R1-6a Stop for Ped (main st)	1105315 |560360|		2026/3	1,131.20
					Total For Check # 332644			**1,131.20**
09/18/2025	332646	1560 JOHNNIE PARKS	OCT 2025	CELL PHONE ALLOWANCE	1101700 |550220|		2026/3	80.00
					Total For Check # 332646			**80.00**
09/18/2025	332648	5131 KEVIN BEHE	14475	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.35
			14475	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.99
			14475	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.95
			14475	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.67
			14475	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.91
			14475	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.48
			14476	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.35
			14476	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.99
			14476	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.95
			14476	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.67
			14476	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.91
			14476	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.48
			14478	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.35
			14478	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.99
			14478	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.95
			14478	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.67
			14478	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.91
			14478	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.48
			14477	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.35
			14477	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.99
			14477	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.95
			14477	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.67
			14477	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.91
			14477	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.48
			14468	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.29
			14468	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.59
			14468	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.76
			14468	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.34
			14468	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.53
			14468	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.38
			14466	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.58
			14466	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	3.18
			14466	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.53
			14466	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.67

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14466	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	3.05
				14466	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.76
				14467	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.29
				14467	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.59
				14467	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.76
				14467	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.34
				14467	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.53
				14467	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.38
				14471	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.35
				14471	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.99
				14471	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.95
				14471	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.67
				14471	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.91
				14471	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.48
				14470	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.29
				14470	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.59
				14470	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.76
				14470	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.34
				14470	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.53
				14470	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.38
				14472	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.47
				14472	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.58
				14472	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.24
				14472	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.17
				14472	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.48
				14472	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.62
				14473	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.47
				14473	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	2.58
				14473	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	1.24
				14473	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	2.17
				14473	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	2.48
				14473	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.62
				14474	CITY COUNCIL 07/14/25	1101200 |540070|		2026/3	0.35
				14474	CITY COUNCIL 07/14/25	1101700 |540070|		2026/3	1.99
				14474	CITY COUNCIL 07/14/25	1105300 |540070|		2026/3	0.95
				14474	CITY COUNCIL 07/14/25	1106000 |540070|		2026/3	1.67
				14474	CITY COUNCIL 07/14/25	1106002 |540070|		2026/3	1.91
				14474	CITY COUNCIL 07/14/25	1106005 |540070|		2026/3	0.48
						Total For Check #	**332648**		**92.66**
09/18/2025	332651	124	KIMS INTERNATIONAL	0152967-IN	BLANKET PO - MISC. FITTINGS	1106000 |560200|		2026/3	157.95
						Total For Check #	**332651**		**157.95**
09/18/2025	332653	125	KIRBY-SMITH MACHINERY INC	W4696902	unit # 2211	1105300 |540200|		2026/3	772.02
						Total For Check #	**332653**		**772.02**
09/18/2025	332660	4380	LOCK-DOC INC	090325-H11	BLANKET PO FOR LOCKS,KEYS, & ETC	1106000 |560180|		2026/3	69.40
						Total For Check #	**332660**		**69.40**
09/18/2025	332672	25	NAPA AUTO PARTS	019176	2283979	1105300 |560200|		2026/3	55.04
				019183	3869550C1	1105300 |560200|		2026/3	59.76
				019183	1815560C1	1105300 |560200|		2026/3	4.88
				019183	2015983C1	1105300 |560200|		2026/3	43.46
				019187	1893794C1	1105300 |560200|		2026/3	24.40
				019187	2015983C1	1105300 |560200|		2026/3	86.92
				019026	5101756	1106000 |560200|		2026/3	69.46
				019046	50109030R91	1105300 |560200|		2026/3	-480.00
				019047	0812965	1105300 |560200|		2026/3	52.08
				019047	0814172	1105300 |560200|		2026/3	42.08
				019047	4330297	1105300 |560200|		2026/3	340.16

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				019047	4330296	1105300 |560200|		2026/3	114.40
				019047	6036171	1105300 |560200|		2026/3	286.96
				019270	3972	1106000 |560200|		2026/3	6.48
				019270	1064	1106000 |560200|		2026/3	6.50
				019270	9978	1106000 |560200|		2026/3	22.65
				019270	9968	1106000 |560200|		2026/3	31.93
				019270	15W40BULK	1106000 |560210|		2026/3	14.64
				019409	506198	1105300 |560200|		2026/3	205.33
				019422	F013868	1105300 |560190|		2026/3	386.56
				019433	12191914	1105300 |560200|		2026/3	42.40
						Total For Check #	**332672**		**1,416.09**
09/18/2025	332673			019173	07481	1105300 |560200|		2026/3	3.12
				019182	37447	1105300 |560230|		2026/3	4.80
				019189	7680	1105300 |560200|		2026/3	21.96
				019191	05113	1105300 |560230|		2026/3	0.01
				019025	10514	1105300 |560230|		2026/3	9.17
				019025	8992810	1105300 |560230|		2026/3	12.24
				019025	SW1010	1105300 |560230|		2026/3	5.90
				019257	949263	1106000 |560200|		2026/3	1.60
				019257	60700	1106000 |560200|		2026/3	2.27
				019262	A37	1106000 |560200|		2026/3	8.53
				019265	25060355	1106000 |560200|		2026/3	13.42
				019272	M63322R	1106000 |560200|		2026/3	15.42
				019273	5030200R3	1106000 |560200|		2026/3	1.76
				019406	OPA70GB	1105300 |560200|		2026/3	22.62
				019412	USS42	1106000 |560200|		2026/3	28.64
				019419	6MM	1106005 |560200|		2026/3	7.76
				019419	5MM	1106005 |560200|		2026/3	9.43
				019434	12191914	1105300 |560200|		2026/3	5.30
				019442	789DEF	1106003 |560210|		2026/3	22.22
				019443	20811	1106000 |560210|		2026/3	23.61
				019444	20811	1106000 |560210|		2026/3	23.61
						Total For Check #	**332673**		**243.39**
09/18/2025	332675	127	NATIONAL LEAGUE OF CITIES	195381	195381 CUST ID 3590	1101700 |530850|		2026/3	10,597.00
						Total For Check #	**332675**		**10,597.00**
09/18/2025	332677	104	OKLAHOMA MUNICIPAL LEAGUE	092520	092520 AUG 25, 2025	1101700 |530110|		2026/3	60.00
						Total For Check #	**332677**		**60.00**
09/18/2025	332680	96	OTA PIKEPASS CENTER	20250800106	20250800106 SEPT 1, 2025	1101102 |550030|		2026/3	2.31
				20250800106	20250800106 SEPT 1, 2025	1105310 |550030|		2026/3	17.62
				20250800106	20250800106 SEPT 1, 2025	1106002 |550030|		2026/3	2.49
				20250800106	20250800106 SEPT 1, 2025	1101200 |550030|		2026/3	6.84
				20250800106	20250800106 SEPT 1, 2025	1101310 |550030|		2026/3	0.81
				20250800106	20250800106 SEPT 1, 2025	1101415 |550030|		2026/3	13.02
				20250800106	20250800106 SEPT 1, 2025	1101700 |550030|		2026/3	38.28
				20250800106	20250800106 SEPT 1, 2025	1105300 |550030|		2026/3	140.48
				20250800106	20250800106 SEPT 1, 2025	1106000 |550030|		2026/3	36.62
						Total For Check #	**332680**		**258.47**
09/18/2025	332682	1111	P&K EQUIPMENT	6038607	6038607	1106000 |560200|		2026/3	69.43
						Total For Check #	**332682**		**69.43**
09/18/2025	332684	5506	THE PEOPLE PERSPECTIVE LLC	1162	LEADERSHIP TRAINING DEPOSIT	1101102 |530870|		2026/3	1,500.00
						Total For Check #	**332684**		**1,500.00**
09/18/2025	332685	1703	PEYDAY REALTY LLC	OCT 2025	REAL PROPERTY RENTAL OR LEASE	1101700 |540330|		2026/3	4,316.67
						Total For Check #	**332685**		**4,316.67**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/18/2025	332694	4987	DAVE HARRISON	25811	Rec Department Clothing	1106002 |560100|		2026/3	1,355.00
				25811-A	25811-A	1106002 |560100|		2026/3	150.00
						Total For Check # 332694			**1,505.00**
09/18/2025	332696	2139	QUADIENT LEASING USA	Q1997065	Q1997065	1101800 |540330|		2026/3	923.10
						Total For Check # 332696			**923.10**
09/18/2025	332701	5326	GERALD K JIMENEZ	1287	1287 SEPT 1, 2025	1106003 |540280|		2026/3	3,080.00
						Total For Check # 332701			**3,080.00**
09/18/2025	332703	5048	SHAMROCK TIRE & AUTO	107-797833	BLANKET PO FOR ALIGNMENTS	1106005 |540200|		2026/3	20.00
						Total For Check # 332703			**20.00**
09/18/2025	332705	969	SHERWOOD CONSTRUCTION	285620	BACKUP BLANKET PO FOR ASHPALT	1105300 |560800|		2026/3	1,608.31
						Total For Check # 332705			**1,608.31**
09/18/2025	332707	2144	SITE ONE LANDSCAPE SUPPLY	158155842-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/3	28.44
				158180294-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/3	135.98
				158064434-001	BLANKET PO FOR IRRIGATION	1106003 |560340|		2026/3	176.51
				158050860-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/3	48.70
				157975363-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/3	16.16
				158203126-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/3	25.55
						Total For Check # 332707			**431.34**
09/18/2025	332708	5078	SJC COMMUNICATIONS, LLC	2511	IT build at TED Office	1101200 |540280|		2026/3	3,176.55
						Total For Check # 332708			**3,176.55**
09/18/2025	332710	303	SMITH FARM & GARDEN CO	103781	UNIT # 1681	1106000 |540200|		2026/3	5,436.07
						Total For Check # 332710			**5,436.07**
09/18/2025	332714	3928	SPORT SURFACE	1926	Certified FieldTurf advanced care	1106000 |540280|		2026/3	6,000.00
						Total For Check # 332714			**6,000.00**
09/18/2025	332715	1131	SPRING CREEK NURSERY	222580	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/3	385.00
				222583	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/3	217.50
						Total For Check # 332715			**602.50**
09/18/2025	332718	234	STOREY TOWING LLC	59689	59689	1106005 |540200|		2026/3	522.00
						Total For Check # 332718			**522.00**
09/18/2025	332721	3496	TEAM PROFESSIONAL	134810	134810	1101102 |530020|		2026/3	1,984.00
						Total For Check # 332721			**1,984.00**
09/18/2025	332723	1266	TIGER WINDOW TINTING	INV-1404	unit 1928	1101200 |540200|		2026/3	82.80
				INV-1411	INV-11411	1105310 |540200|		2026/3	269.10
						Total For Check # 332723			**351.90**
09/18/2025	332724	1104	TIGER, INC.	0825221780	210105844 1100938 021 SEPT 12, 2025	1106001 |550240|		2026/3	5.80
						Total For Check # 332724			**5.80**
09/18/2025	332725	1089	TRANE COMPANY	315641404	315641404	1106002 |540070|		2026/3	2,090.00
						Total For Check # 332725			**2,090.00**
09/18/2025	332731	949	TULSA WINNELSON COMPANY	640172 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/3	8.26
				640317 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/3	587.40
						Total For Check # 332731			**595.66**
09/18/2025	332734	4365	UNICARE BUILDING	COBA2507001	CITY COUNCIL APPROVED 06/17/24	1105300 |540070|		2026/3	1,238.95
				COBA2507001	CITY COUNCIL APPROVED 06/17/24	1101700 |540280|		2026/3	2,150.38

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				COBA2507001	CITY COUNCIL APPROVED 06/17/24	1106002 |540280|		2026/3	1,632.61
				COBA2507002	CITY COUNCIL APPROVED 06/17/24	1105300 |540070|		2026/3	365.29
				COBA2507002	CITY COUNCIL APPROVED 06/17/24	1101700 |540280|		2026/3	634.03
				COBA2507002	CITY COUNCIL APPROVED 06/17/24	1106002 |540280|		2026/3	481.35
						Total For Check #	**332734**		**6,502.61**
09/18/2025	332740	39	VERMEER GREAT PLAINS, INC.	W11831	unit # 0856	1106000 |540200|		2026/3	13,007.73
						Total For Check #	**332740**		**13,007.73**
09/18/2025	332741	3950	ES OPCO USA LLC	CINV105286533	Kontrol 4 - 4 Mosquito Spray - SIGN SHOP	1105315 |560230|		2026/3	295.00
						Total For Check #	**332741**		**295.00**
09/18/2025	332749	4104	AARON MCCOLLOCH	MLG 09102025	MILEAGE REIMBURSMENT - SEPT 10,	1101310 |550030|		2026/3	172.66
						Total For Check #	**332749**		**172.66**
09/18/2025	332751	2947	CINDY ARNOLD	MLG 09102025	MILEAGE REIMBURSMENT - SEPT 10,	1101501 |550030|		2026/3	154.22
						Total For Check #	**332751**		**154.22**
09/18/2025	332756	4773	JUSTIN GREEN	PDR 08292025	PER DIEM REQUEST - AUG 29, 2025	1101700 |550030|		2026/3	43.00
				T&A 08292025	TRAVEL & ACCOMMODIATION - AUG 29,	1101700 |550030|		2026/3	440.36
						Total For Check #	**332756**		**483.36**
09/18/2025	332757	4558	KELLY COX	MLG 09102025	MILEAGE REIMBURSEMENT - SEPT 10,	1101102 |550030|		2026/3	161.00
						Total For Check #	**332757**		**161.00**
09/18/2025	332760	761	LISA FORD	T&A 04012025	TRAVEL & ACCOMMODIATION - APR 1,	1101700 |550030|		2026/3	273.48
				MLG 04012025	MILEAGE REIMBURSEMENT - APR 1,	1101700 |550030|		2026/3	160.92
				PDR 08292025	PER DIEM REQUEST - AUG 29, 2025	1101700 |550030|		2026/3	51.60
				T&A 08292025	TRAVEL & ACCOMMODDIATION - AUG	1101700 |550030|		2026/3	590.75
						Total For Check #	**332760**		**1,076.75**
09/18/2025	332761	1857	MICHAEL SPURGEON	MLG 09102025	,O;EAGE REO,BIRSE,EMT - SEPT 10,	1101300 |550030|		2026/3	87.79
				MLG 09092025	MILEAGE REIMBURSEMENT - SEPT 9,	1101300 |550030|		2026/3	173.84
						Total For Check #	**332761**		**261.63**
09/18/2025	332762	1699	MOMENTUM SERVICES LLC	20089041	NUISANCE AVATEMENTS SERVICES	1101415 |530870|		2026/3	930.00
				20089040	NUISANCE AVATEMENTS SERVICES	1101415 |530870|		2026/3	1,890.00
				2089042	NUISANCE AVATEMENTS SERVICES	1101415 |530870|		2026/3	800.00
				20089043	NUISANCE AVATEMENTS SERVICES	1101415 |530870|		2026/3	400.00
				20089036	NUISANCE AVATEMENTS SERVICES	1101415 |530870|		2026/3	436.00
						Total For Check #	**332762**		**4,456.00**
09/18/2025	332763	1344	OKLAHOMA UNIFORM BUILDING	AUG 2025	OUBCC FEES FOR AUG 2025 (346	110 |280300|		2026/3	1,384.00
						Total For Check #	**332763**		**1,384.00**
09/18/2025	332770	1370	TREVOR DENNIS	MLG 09102025	MILEAGE REIMBURSEMENT - SEPT 10,	1101010 |550030|		2026/3	175.22
						Total For Check #	**332770**		**175.22**
09/18/2025	332772	1231	AT&T MOBILITY LLC	19339297X08082025	287319339297X08082025 JULY 31,2025	1101102 |550540|		2026/3	76.59
				19339297X08082025	287319339297X08082025 JULY 31,2025	1101200 |550540|		2026/3	302.82
				19339297X08082025	287319339297X08082025 JULY 31,2025	1101400 |550540|		2026/3	40.04
				19339297X08082025	287319339297X08082025 JULY 31,2025	1101700 |550540|		2026/3	40.04
				19339297X08082025	287319339297X08082025 JULY 31,2025	1106004 |550540|		2026/3	43.04
				19339297X08082025	287319339297X08082025 JULY 31,2025	1105300 |550540|		2026/3	396.97
				19339297X09082025	287319339297X09082025 AUG 31, 2025	1101102 |550540|		2026/3	76.59
				19339297X09082025	287319339297X09082025 AUG 31, 2025	1101200 |550540|		2026/3	240.24
				19339297X09082025	287319339297X09082025 AUG 31, 2025	1101400 |550540|		2026/3	40.04
				19339297X09082025	287319339297X09082025 AUG 31, 2025	1101700 |550540|		2026/3	40.04
				19339297X09082025	287319339297X09082025 AUG 31, 2025	1106004 |550540|		2026/3	43.04
				19339297X09082025	287319339297X09082025 AUG 31, 2025	1105300 |550540|		2026/3	393.54

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				19339297X07082025	287319339297X07082025 JUNE 30, 2025	1101102 |550540|		2025/12	76.60
				19339297X07082025	287319339297X07082025 JUNE 30, 2025	1101200 |550540|		2025/12	360.36
				19339297X07082025	287319339297X07082025 JUNE 30, 2025	1101400 |550540|		2025/12	40.04
				19339297X07082025	287319339297X07082025 JUNE 30, 2025	1101700 |550540|		2025/12	40.04
				19339297X07082025	287319339297X07082025 JUNE 30, 2025	1106004 |550540|		2025/12	43.04
				19339297X07082025	287319339297X07082025 JUNE 30, 2025	1105300 |550540|		2025/12	407.53
						Total For Check # 332772			**2,700.60**
09/25/2025	332775	5259	DAVID PICKEL	T&A 09092025	2025 OML CONFERENCE	1101700 |550030|		2026/3	289.94
				MLG 09092025	2025 OML CONFERENCE	1101700 |550030|		2026/3	180.54
						Total For Check # 332775			**470.48**
09/25/2025	332776	2471	DEBRA WIMPEE	PDR 05122025	2025 DC FLY IN REIMB	1101700 |550030|		2026/3	184.00
				PDR 09092025	PER DIEM OML CONFERENCE	1101700 |550030|		2026/3	120.00
						Total For Check # 332776			**304.00**
09/25/2025	332781	2938	JASON DICKESON	PDR 09212025	PER DIEM OFMA CONFERENCE	1101410 |550030|		2026/3	216.00
						Total For Check # 332781			**216.00**
09/25/2025	332784	761	LISA FORD	PDR 09092025	PER DIEM 2025 OML CONFERENCE	1101700 |550030|		2026/3	152.00
				MLG 09092025	MILEAGE 2025 OML ANNUAL	1101700 |550030|		2026/3	160.92
						Total For Check # 332784			**312.92**
09/25/2025	332788	999900	OTP - AR REFUNDS	REC-034005-2025		110 |280300|		2026/3	4.00
				REC-034005-2025		110 |280300|		2026/3	0.50
				REC-034005-2025		110 |422010|		2026/3	66.00
						Total For Check # 332788			**70.50**
09/25/2025	332802			175536		110 |229090|		2026/3	60.00
						Total For Check # 332802			**60.00**
09/25/2025	332803			174684		110 |150702|		2026/3	100.00
						Total For Check # 332803			**100.00**
09/25/2025	332804			175535		110 |229090|		2026/3	60.00
						Total For Check # 332804			**60.00**
09/25/2025	332806			REC-033778-2025		110 |422010|		2026/3	150.00
				REC-033778-2025		11020 |442030|		2026/3	66.00
						Total For Check # 332806			**216.00**
09/25/2025	332817			175543		110 |229090|		2026/3	60.00
						Total For Check # 332817			**60.00**
09/25/2025	332818			175537		110 |229090|		2026/3	60.00
						Total For Check # 332818			**60.00**
09/25/2025	332819			174691		110 |150702|		2026/3	3.86
						Total For Check # 332819			**3.86**
09/25/2025	332821			175531		110 |229090|		2026/3	60.00
						Total For Check # 332821			**60.00**
09/25/2025	332829	999907	OTP - COURT REFUNDS	0000762	E977459-1, E977459-1	110 |451020|		2026/3	150.00
						Total For Check # 332829			**150.00**
09/25/2025	332830	999905	OTP - TORT CLAIMS	TRT1727.2026	TORT CLAIM-PARKS & REC-PROPERTY	1101700 |550090|		2026/3	596.25
						Total For Check # 332830			**596.25**
09/25/2025	332837	2171	ABCO RENTS	7363	7363 AUG 4, 2025	1101400 |550280|	2614030	2026/3	2,750.46

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 332837			**2,750.46**
09/25/2025	332839	1092	WESTLAKE HARDWARE INC	8038513	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/3	13.99
						Total For Check # 332839			**13.99**
09/25/2025	332840	149	AMERICAN ELECTRIC	189-865-0-8 08202025	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/3	39.01
				041-990-0-6 09162025	FY26 ANNUAL AGREEMENT 951-183-137-	1106001 |550250|		2026/3	1,367.39
						Total For Check # 332840			**1,406.40**
09/25/2025	332842	4935	AMAZON.COM SALES INC	1NHV-YHK1-3NTY	ITEM: Clipco Staple Remover (6-Pack)	1101315 |560030|		2026/3	18.32
				1NHV-YHK1-3NTY	ITEM: Clipco Staple Remover (6-Pack)	1101700 |560230|		2026/3	347.86
				1MP6-XXRL-QHDM	Office Supplies	1105300 |560030|		2026/3	39.07
				16GV-PWHV-Q7HX	Office Supplies	1101102 |560030|		2026/3	44.15
				19JH-31JV-7WDV	Cameras for Desktop PC	1101200 |560230|		2026/3	379.90
				1GJF-6R1W-9QJJ	ITEM: Clorox Disinfecting Wipes Value	1101415 |560230|		2026/3	47.06
				134G-RV16-7NKX	ITEM: Business Source Transparent Poly	1101800 |560030|		2026/3	35.98
				1JXX-NC16-CM4V	ITEM: Business Source Transparent Poly	1101800 |560030|		2026/3	-35.98
				1G6L-K7WD-7M7D	ITEM: Cassida C200CAD Canadian Coin	1101800 |560240|		2026/3	121.95
				1MN6-F334-J4Y7	ITEM: Cassida C200CAD Canadian Coin	1101800 |560240|		2026/3	-121.95
				1MGC-KGWD-LVFD	OFFICE SUPPLIES	1101800 |560030|		2026/3	27.44
				16WM-9WCP-1FT4	ITEM: Cassida C200CAD Canadian Coin	1101800 |560030|		2026/3	36.42
				13DP-YLH7-XJ1W	ITEM: Cassida C200CAD Canadian Coin	1101800 |560030|		2026/3	-27.44
				1QFG-NV73-D7FF	ITEM: Froggy's Flakes Snow Machine	1101315 |560030|		2026/3	27.75
				1QFG-NV73-D7FF	ITEM: Froggy's Flakes Snow Machine	1101315 |560230|		2026/3	115.96
				1QFG-NV73-D7FF	ITEM: Froggy's Flakes Snow Machine	1101700 |560230|		2026/3	95.97
				1QFG-NV73-D7FF	ITEM: Froggy's Flakes Snow Machine	1101315 |560240|		2026/3	267.90
						Total For Check # 332842			**1,420.36**
09/25/2025	332846	4846	APAC-CENTRAL, INC.	7002320421	BLANKET PO FOR AGGREGATE	1105300 |560800|		2026/3	327.59
						Total For Check # 332846			**327.59**
09/25/2025	332852	5515	BELINDA SHANDS	835201	835201 09/13/2025	1101400 |550280|	2614030	2026/3	300.00
						Total For Check # 332852			**300.00**
09/25/2025	332854	507	BEN E KEITH-OKLAHOMA	67071958	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/3	310.36
				67066022	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/3	902.32
						Total For Check # 332854			**1,212.68**
09/25/2025	332857	2910	BROKEN ARROW CHAMBER OF	77019	77019 04/30/2025	1101315 |530110|		2026/3	20.00
				75983	75983 01/28/2025	1101315 |530110|		2026/3	20.00
				78858	78858 09/05/2025	1101700 |550860|		2026/3	7,400.00
						Total For Check # 332857			**7,440.00**
09/25/2025	332858	19	BROKEN ARROW ELECTRIC	S3397098.001	BLANKET PO FOR MISC ELECTRICAL	1106000 |560180|		2026/3	99.17
						Total For Check # 332858			**99.17**
09/25/2025	332860	22	BROKEN ARROW SENIORS INC	42291	42291 09/15/2025	1106002 |550100|		2026/3	896.89
						Total For Check # 332860			**896.89**
09/25/2025	332861	790	BSN SPORTS, LLC	930944490	Basketball Nets for Community Centers	1106002 |560330|		2026/3	147.36
						Total For Check # 332861			**147.36**
09/25/2025	332863	1385	INTEGRITY CLIENT SERVICES	25091501	25091501 09/15/2025	1101700 |530870|		2026/3	950.00
						Total For Check # 332863			**950.00**
09/25/2025	332864	1183	CARD QUEST	131319	New Badge Printer	1101200 |560240|		2026/3	2,350.00
				131054	131054 07/22/2025	1101200 |560230|		2026/3	1,199.70
						Total For Check # 332864			**3,549.70**
09/25/2025	332871	1391	CLEAN THE UNIFORM CO	52154134	52154134 09/12/2025	1101415 |540310|		2026/3	50.39

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				52154139	52154139 09/12/2025	1106000 |540310|		2026/3	106.41
				52154139	52154139 09/12/2025	1106000 |540330|		2026/3	0.34
				52153662	52153662 09/10/2025	1106000 |540310|		2026/3	33.04
				52153662	52153662 09/10/2025	1106003 |540310|		2026/3	51.42
						Total For Check #	**332871**		**241.60**
09/25/2025	332875	4162	COMMUNICATIONS SUPPLY	3C9027149	Ecostructure - UPS 1 year	1101200 |540550|		2026/3	2,850.00
						Total For Check #	**332875**		**2,850.00**
09/25/2025	332877	4794	DAIOHS FIRST CHOICE	TU-652150	TU-652150	1101400 |560230|		2026/3	70.20
				TU-652150	TU-652150	1101501 |560230|		2026/3	39.30
						Total For Check #	**332877**		**109.50**
09/25/2025	332878	634	DELL MARKETING L.P.	10836833090	2 Monitors for Matt Hendren	1106002 |560240|		2026/3	659.98
						Total For Check #	**332878**		**659.98**
09/25/2025	332881	5513	EDWARDS CAPITOL PARTNERS	AUGUST 1, 2025	AUGUST 2025 INVOICE FOR SERVICES	1101700 |530870|		2026/3	5,000.00
						Total For Check #	**332881**		**5,000.00**
09/25/2025	332882	2110	FARMERS CO-OP	4472293	Urea fertilizer	1106000 |560340|		2026/3	615.00
						Total For Check #	**332882**		**615.00**
09/25/2025	332883	1231	AT&T MOBILITY LLC	44015076X09172025	287344015076X09172025 SEPT 9, 2025	1101700 |550540|		2026/3	200.44
						Total For Check #	**332883**		**200.44**
09/25/2025	332884			32244712X09172025	287332244712X09172025 539-240-7952	1101200 |550540|		2026/3	43.23
						Total For Check #	**332884**		**43.23**
09/25/2025	332885			19128175X09082025	287319128175X09082025 AUG 31, 2025	1101300 |550220|		2026/3	46.81
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1101415 |550220|		2026/3	662.24
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1105310 |550220|		2026/3	18.64
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1106000 |550220|		2026/3	37.28
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1106005 |550220|		2026/3	46.81
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1101010 |550540|		2026/3	74.22
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1101102 |550540|		2026/3	80.08
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1101200 |550540|		2026/3	428.72
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1101300 |550540|		2026/3	154.30
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1101310 |550540|		2026/3	40.04
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1101400 |550540|		2026/3	194.34
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1101410 |550540|		2026/3	222.66
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1101415 |550540|		2026/3	508.89
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1101501 |550540|		2026/3	86.85
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1101700 |550540|		2026/3	219.08
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1105300 |550540|		2026/3	24.74
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1105310 |550540|		2026/3	926.52
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1106000 |550540|		2026/3	264.68
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1106002 |550540|		2026/3	259.12
				19128175X09082025	287319128175X09082025 AUG 31, 2025	1106004 |550540|		2026/3	43.04
						Total For Check #	**332885**		**4,339.06**
09/25/2025	332890	1256	GEODECA LLC	1909068CI	1909068CI 09/16/2025	1101400 |530870|		2026/3	275.00
						Total For Check #	**332890**		**275.00**
09/25/2025	332895	79	GREEN ACRE SOD FARMS	12313	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2026/3	95.00
						Total For Check #	**332895**		**95.00**
09/25/2025	332897	4978	HIPOWER SYSTEMS	2025-165	UNIT GEN TGH	1101200 |540550|		2026/3	1,392.48
				2025-164	UNIT GEN CH2-CITY HALL	1101700 |540550|		2026/3	2,440.49
						Total For Check #	**332897**		**3,832.97**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/25/2025	332901	4736	DUSTIN MANLY	10000841	10000841 08/20/2025	1106001 |540070|		2026/3	331.50
				10000852	10000852 08/21/2025	1106001 |540070|		2026/3	331.50
				10000853	10000853 08/21/2025	1106001 |540070|		2026/3	358.50
				10000854	10000854 08/21/2025	1105300 |540070|		2026/3	163.50
						Total For Check #	**332901**		**1,185.00**
09/25/2025	332903	1560	JOHNNIE PARKS	PDR 09092025	2025 OML ANNUAL CONFERENCE PER	1101700 |550030|		2026/3	56.00
						Total For Check #	**332903**		**56.00**
09/25/2025	332905	3936	KNOWBE4 INC	INV393894	KnowBe4 2026	1101200 |540550|		2026/3	29,729.70
						Total For Check #	**332905**		**29,729.70**
09/25/2025	332909	614	LIGHTING INC/BROKEN ARROW	S3399090.001	BLANKET PO FOR MISC. LIGHTING	1106000 |560180|		2026/3	311.72
				S3396533.001	BLANKET PO FOR MISC. LIGHTING	1101700 |560180|		2026/3	98.18
						Total For Check #	**332909**		**409.90**
09/25/2025	332911	537	MCAFEE & TAFT	794908	794908	1101700 |530080|		2025/12	700.00
				794907	794907	1101700 |530080|		2025/12	150.00
				794910 A	794910- MAY & JUNE 2025 156229 &	1101700 |530080|		2025/12	200.00
				794910	794910 JULY 2025 163014	1101700 |530080|		2026/2	100.00
				794906	794906 08/13/2025	1101700 |530080|		2026/2	660.00
				794909	794909 08/13/2025	1101700 |530080|		2026/2	70.70
				796973	796973	1101700 |530080|		2026/3	360.00
						Total For Check #	**332911**		**2,240.70**
09/25/2025	332914	25	NAPA AUTO PARTS	019312	1012740	1106000 |560200|		2026/3	186.29
				019499	F248426	1105310 |560190|		2026/3	920.34
				019505	7740XE	1105300 |560200|		2026/3	77.79
				019505	1551	1105300 |560200|		2026/3	6.85
				019505	950011K	1105300 |560200|		2026/3	62.40
				019505	HDATFBULK	1105300 |560210|		2026/3	5.18
				019520	68526277AF	1106000 |560200|		2026/3	535.00
				019523	2139775	1106000 |560200|		2026/3	292.26
				019523	2139775	1106000 |560200|		2026/3	74.00
				019523	MTP65HD	1106000 |560200|		2026/3	138.11
				019232	506647	1106005 |560200|		2026/3	192.78
				019493	F014315	1106000 |560190|		2026/3	161.20
				019531	F000184	1106000 |560190|		2026/3	171.58
				019536	4324711010	1105300 |560200|		2026/3	1,797.34
				019536	4324711010	1105300 |560200|		2026/3	192.85
				019563	320255	1106005 |560200|		2026/3	101.91
				019563	253035	1106005 |560200|		2026/3	4.44
				019563	644636	1106005 |560200|		2026/3	51.12
				019563	623710	1106005 |560200|		2026/3	873.33
				019563	604672	1106005 |560200|		2026/3	182.22
				019563		1106005 |560200|		2026/3	35.00
				019565	4324711010	1105300 |560200|		2026/3	-192.85
				019635	1885360C95	1105300 |560200|		2026/3	150.86
				019635	LDR02A	1105300 |560200|		2026/3	27.10
				019373	1748XD	1105300 |560200|		2026/3	33.89
				019373	600564	1105300 |560200|		2026/3	34.14
				019373	3964	1105300 |560200|		2026/3	20.79
				019373	15W40BULK	1105300 |560210|		2026/3	87.84
				019379	29558329	1105300 |560200|		2026/3	125.87
				019379	1759	1105300 |560200|		2026/3	16.16
				019379	4374	1105300 |560200|		2026/3	46.19
				019379	HDATFBULK	1105300 |560210|		2026/3	82.88
						Total For Check #	**332914**		**6,494.86**
09/25/2025	332915			019329	1871665C1	1105300 |560200|		2026/3	19.68

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			019329	1885953C2	1105300 |560200|		2026/3	61.31
			019348	7526	1106000 |560200|		2026/3	107.72
			019348	7526	1106000 |560200|		2026/3	18.00
			019348	7526	1106000 |560200|		2026/3	-18.00
			019504	1748XD	1105300 |560200|		2026/3	33.89
			019504	3788	1105300 |560200|		2026/3	28.17
			019504	600564	1105300 |560200|		2026/3	34.14
			019504	15W40BULK	1105300 |560210|		2026/3	3.66
			019513	9968	1106000 |560200|		2026/3	31.93
			019513	9978	1106000 |560200|		2026/3	22.65
			019513	3972	1106000 |560200|		2026/3	6.48
			019513	1064	1106000 |560200|		2026/3	6.50
			019513	15W40BULK	1106000 |560210|		2026/3	14.64
			019517	PF46235	1105300 |560200|		2026/3	38.34
			019524	2139775	1106000 |560200|		2026/3	-74.00
			019235	13763	1105300 |560230|		2026/3	44.41
			019471	7060	1106000 |560200|		2026/3	4.25
			019471	4579	1106000 |560200|		2026/3	7.11
			019471	112628	1106000 |560210|		2026/3	14.28
			019471	120760	1106000 |560210|		2026/3	34.99
			019471	2413	1106000 |560230|		2026/3	6.12
			019485	7680	1105300 |560200|		2026/3	21.96
			019485	250	1105300 |560200|		2026/3	58.92
			019534	30086R	1105300 |560200|		2026/3	-53.54
			019619	46AWBULK	1106000 |560210|		2026/3	101.60
			019632	6004ZZ	1106000 |560200|		2026/3	60.60
			019365	6058	1105300 |560200|		2026/3	40.38
			019365	6060C	1105300 |560200|		2026/3	93.40
			019365	949263	1105300 |560200|		2026/3	9.60
			019384	1802061	1105300 |560200|		2026/3	0.01
			019384	T11139	1105300 |560200|		2026/3	33.49
			019385	30086R	1105300 |560200|		2026/3	53.54
			019385	M63201Y	1105300 |560200|		2026/3	82.52
			019390	K597597530	1106000 |560200|		2026/3	108.71
			019390	AHDWMPHDC1	1106000 |560230|		2026/3	7.84
			019404	921203	1105300 |560200|		2026/3	5.15
			019404	47112	1105300 |560200|		2026/3	56.90
					Total For Check #	**332915**		**1,127.35**
09/25/2025	332916		019305	550049483	1106000 |560210|		2026/3	13.16
			019305	9080L	1106000 |560230|		2026/3	15.56
			019315	706620	1106000 |560210|		2026/3	18.00
			019514	205907CAN21	1105300 |560200|		2026/3	3.10
			019521	122377	1106000 |560210|		2026/3	14.28
			019521	124315	1106000 |560210|		2026/3	14.28
			019242		1106000 |560200|		2026/3	9.95
			019244	12191914	1105300 |560200|		2026/3	15.90
			019248	H175	1106000 |560200|		2026/3	5.68
			019463	14083	1105300 |560200|		2026/3	10.73

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				019487	02040	1106005 |560200|		2026/3	14.86
				019532	8235075	1105300 |560200|		2026/3	11.28
				019537	MINUS20	1105300 |560210|		2026/3	2.72
				019537	AHDWMPHDC1	1105300 |560230|		2026/3	7.84
				019539	75600	1105300 |560210|		2026/3	23.10
				019546	690808S	1105300 |560200|		2026/3	8.96
				019611	831	1106000 |560210|		2026/3	7.14
				019633	706620	1106000 |560210|		2026/3	10.80
				019371	2413	1105300 |560230|		2026/3	6.12
				019375	AR6367	1106000 |560200|		2026/3	12.02
				019377	14232	1105300 |560200|		2026/3	7.90
				019378	2413	1105300 |560230|		2026/3	6.12
				019388	2230266	1105300 |560200|		2026/3	10.66
				019389	1269	1106000 |560200|		2026/3	7.17
				019389	6449	1106000 |560200|		2026/3	13.16
				019389	75110	1106000 |560210|		2026/3	3.72
						Total For Check # 332916			**274.21**
09/25/2025	332917			019302	307003	1106000 |560200|		2026/3	0.01
				019237	MINUS20	1105310 |560210|		2026/3	2.72
				019470	7101113	1106000 |560230|		2026/3	2.58
				019475	949263	1105300 |560200|		2026/3	1.60
				019540	MINUS20	1105300 |560230|		2026/3	2.72
				019391	9082	1105300 |560200|		2026/3	12.77
				019391	2230266	1105300 |560200|		2026/3	-10.66
						Total For Check # 332917			**11.74**
09/25/2025	332922	98	OKLAHOMA NATURAL GAS CO	110093891 09152025	210105844 1100938 91 SEPT 15, 2025	1106001 |550240|		2026/3	169.28
				179333536 09152025	211107563 1793335 36 SEPT 15, 2025	1106000 |550240|		2026/3	46.18
						Total For Check # 332922			**215.46**
09/25/2025	332924	3992	OMNI LIGHTING INC	INV-36964	INV-36964 09/11/2025 50% DEPOSIT	1101400 |550280|	2614030	2026/3	2,500.00
						Total For Check # 332924			**2,500.00**
09/25/2025	332928	4287	PEPSICO BEVERAGE SALES	14544010	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/3	636.37
				44951013	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/3	627.72
				20540009	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/3	518.62
				75750005	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/3	727.86
				55946000	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/3	563.23
				20540007	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/3	417.06
				44951009	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/3	400.87
				14544009	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/3	427.48
						Total For Check # 332928			**4,319.21**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/25/2025	332935	201	ROYAL PRINTING	66878	66878 09/18/2025	1101501 |560030|		2026/3	16.50
						Total For Check # 332935			**16.50**
09/25/2025	332936	4321	RUSSELL LEE ROBERTS	RDFM-2025-3	RDFM-2025-3 09/20/2025	1101400 |540280|		2026/3	200.00
						Total For Check # 332936			**200.00**
09/25/2025	332938	81	SHERWIN WILLIAMS CO	79585163730925	BLANKET PO FOR PAINT SUPPLIES	1106001 |560180|		2026/3	29.95
						Total For Check # 332938			**29.95**
09/25/2025	332939	969	SHERWOOD CONSTRUCTION	286420	BACKUP BLANKET PO FOR ASHPALT	1105300 |560800|		2026/3	1,328.90
						Total For Check # 332939			**1,328.90**
09/25/2025	332941	2144	SITE ONE LANDSCAPE SUPPLY	157812759-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/3	470.18
				157965482-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/3	10.95
				157714371-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/3	54.68
				158247028-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/3	86.78
				15825025-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/3	8.65
				15842373-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/3	7.03
				158411039-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/3	34.54
						Total For Check # 332941			**672.81**
09/25/2025	332946	234	STOREY TOWING LLC	59788	INV# 59788 09/15/2025	1105300 |540200|		2026/3	348.00
						Total For Check # 332946			**348.00**
09/25/2025	332948	3871	SUMMIT FIRE & SECURITY LLC	3434025	3434025 08/05/2025	1106000 |540070|		2026/3	346.50
						Total For Check # 332948			**346.50**
09/25/2025	332949	3496	TEAM PROFESSIONAL	134809	134809 09/05/2025	1101102 |530020|		2026/3	2,717.00
						Total For Check # 332949			**2,717.00**
09/25/2025	332951	255	TULSA COUNTY CLERK	220	FILINGS @ COURT HOUSE AUG 2025	1101700 |550860|		2026/3	508.00
						Total For Check # 332951			**508.00**
09/25/2025	332962	376	WAGONER COUNTY CLERK	25-9464	25-9464 08/28/2025	1101700 |550860|		2026/3	22.00
				25-8785	25-8785 08/13/2025	1101700 |550860|		2026/3	150.00
				25-8883	25-8883 08/14/2025	1101700 |550860|		2026/3	18.00
				25-8556	25-8556 08/07/2025	1101700 |550860|		2026/3	28.00
				25-8462	25-8462 08/05/2025	1101700 |550860|		2026/3	26.00
						Total For Check # 332962			**244.00**
09/25/2025	332966	405	WHELEN ENGINEERING CO INC	R56439	R56439 08/05/2025	1105310 |560310|		2026/3	443.63
						Total For Check # 332966			**443.63**
09/25/2025	332967	1095	WINDSTREAM HOLDINGS II LLC	100755590 09222025	100755590 SEPT 22, 2025 918-355-5028	1106002 |550220|		2026/3	43.01
				101118081 09222025	101118081 SEPT 22, 2025 918-449-9015	1106000 |550220|		2026/3	88.97
						Total For Check # 332967			**131.98**
						Total For Fund 110			**618,591.42**
						Number of Invoices For Fund 110			**1,022**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/18/2025	332664	5493 MACO CONSTRUCTION INC	115	115	2265305 |570150|	SW25100	2026/3	92,692.49
					Total For Check # 332664			**92,692.49**
09/25/2025	332880	3307 DP SUPPLY	035871	Elliptical concrete pipe-Matt Duran	2265305 |570150|	sw25140	2026/3	11,857.50
					Total For Check # 332880			**11,857.50**
					Total For Fund 226			**104,549.99**
					Number of Invoices For Fund 226			**2**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332400	1007	AMERICAN SERVICES INC.	3117	3117 AUG 31, 2025	2271700 |540280|		2026/3	60.00
						Total For Check # 332400			**60.00**
09/11/2025	332403	2344	ARTSOK	JUNE-JULY 2025	GRANT REIMBURSEMENT-TUESDAYS IN	2271700 |550080|		2026/3	10,000.00
						Total For Check # 332403			**10,000.00**
09/11/2025	332441	3223	GORDON OUTDOOR	43270	43270 SEPT BILLBOARD	2271700 |530870|		2026/3	750.00
						Total For Check # 332441			**750.00**
09/11/2025	332463	5131	KEVIN BEHE	13960	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.86
				13969	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.43
				13971	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.72
				13972	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.72
				13973	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	0.86
				13959	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.72
				14404	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	0.86
				14396	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	0.86
				14484	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.14
				14391	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.14
				14392	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.14
				14393	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.14
				14400	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.43
				14388	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.43
				14399	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.43
				14401	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.72
				14402	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.72
				14403	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.72
				14394	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.72
				14390	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.72
				14395	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.86
				14389	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.86
				13970	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.72
						Total For Check # 332463			**33.92**
09/11/2025	332491	468	OKLAHOMA TOURISM &	74-GTTP26-001	74-GTTP26-001 AUG 26, 2025	2271700 |530870|		2026/3	880.00
						Total For Check # 332491			**880.00**
09/11/2025	332508	5395	SAN JUANITA I URIA	205956	WEDDING WEDNESDAY SERVICES FOR	2271700 |530870|		2026/3	200.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 332508			**200.00**
09/18/2025	332588	4666	BLUEJAY PROPERTIES LLC	OCT 2025	REAL PROPERTY RENTAL OR LEASE	2271700 |540330|		2026/3	1,750.00
						Total For Check # 332588			**1,750.00**
09/18/2025	332648	5131	KEVIN BEHE	14475	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.43
				14476	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.43
				14478	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.43
				14477	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.43
				14468	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.14
				14466	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	2.29
				14467	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.14
				14471	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.43
				14470	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.14
				14472	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.86
				14473	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.86
				14474	CITY COUNCIL 07/14/25	2271700 |540070|		2026/3	1.43
						Total For Check # 332648			**18.01**
09/18/2025	332678	468	OKLAHOMA TOURISM &	87-19397	87-19397	2271700 |530870|		2026/3	149.86
						Total For Check # 332678			**149.86**
09/18/2025	332702	5395	SAN JUANITA I URIA	2059	2059 SEPT 3, 2025	2271700 |530870|		2026/3	200.00
						Total For Check # 332702			**200.00**
09/18/2025	332753	4181	ERIN HOFENER	T&A 09092025	TRAVEL & ACCOMMODIATION - SEPT 9,	2271700 |550030|		2026/3	10.00
						Total For Check # 332753			**10.00**
09/25/2025	332841	4940	ALPHA AWARDS AND	INV-1507	INV-1507 SEP 15, 2025	2271700 |560230|		2026/3	15.00
						Total For Check # 332841			**15.00**
09/25/2025	332847	2344	ARTSOK	09102025-2	09102025-2 09/10/2025	2271700 |550080|		2026/3	20,000.00
						Total For Check # 332847			**20,000.00**
09/25/2025	332870	5360	CLARITY OF PLACE INC	270	CONSULTING SERVICES	2271700 |530870|		2026/3	14,650.00
				267	CONSULTING SERVICES	2271700 |530870|		2026/3	19,109.87
						Total For Check # 332870			**33,759.87**
						Total For Fund 227			**67,826.66**
						Number of Invoices For Fund 227			**48**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332475	4341	MATRIX CONSULTING GROUP,	2	Matrix Consulting for Fleet Study	3291700 |530870|		2026/3	15,376.00
						Total For Check # 332475			**15,376.00**
						Total For Fund 329			**15,376.00**
						Number of Invoices For Fund 329			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332377	5202	ANYTIME ROOFING INC	PA 2 2417020	Old Fire Station #7 Roof Replacement	3301700 |570150|	2417020	2025/12	5,173.03
						Total For Check # 332377			**5,173.03**
09/11/2025	332414	594	BUILDERS SUPPLY, INC.	790915	DOORS FOR CONF RM AT FIELD OPS	3301700 |570150|	2217090	2026/3	2,500.00
						Total For Check # 332414			**2,500.00**
09/11/2025	332424	5323	COLUMN SOFTWARE PBC	B6BD5005-0217	LEGAL ADVERTISEMENTS FOR SEPT	3306000 |570150|	2560140	2026/3	342.00
						Total For Check # 332424			**342.00**
09/11/2025	332431	634	DELL MARKETING L.P.	10833527147	Havis Pocket Adapter Kit for use with Havis	3301200 |570170|	2612030	2026/3	5,158.21
						Total For Check # 332431			**5,158.21**
09/11/2025	332442	5026	DALE GRAHAM	268	268 SEPT 4, 2025	3301700 |570150|	2217090	2026/3	212.00
						Total For Check # 332442			**212.00**
09/11/2025	332460	4613	JOSEPH Z EATON	0122	Labor for Upfit on New PD Vehicles	3303001 |570020|	2530010	2026/3	3,650.00
				0123	Labor for Upfit on New PD Vehicles	3303001 |570020|	2530010	2026/3	3,650.00
						Total For Check # 332460			**7,300.00**
09/11/2025	332472	131	LOCKE SUPPLY COMPANY	56376312-00	BLANKET PO FOR PLUMBING &	3301700 |570150|	2217090	2026/3	205.77
				56369350-00	BLANKET PO FOR PLUMBING &	3301700 |570150|	2217090	2026/3	788.68
						Total For Check # 332472			**994.45**
09/11/2025	332505	5439	RIGID EMERGENCY VEHICLES	7	CITY COUNCIL APPROVED 07/14/25	3303001 |570020|	2530010	2026/3	3,645.00
						Total For Check # 332505			**3,645.00**
09/11/2025	332520	1893	NEWTON EQUIPMENT LLC	8304T	AP-DZ3084 6-way dozer blade, 84" per	3306000 |570030|	2660060	2026/3	8,432.00
						Total For Check # 332520			**8,432.00**
09/11/2025	332521	4985	STOCK ENTERPRISES, LLC	50245	CITY COUNCIL APPROVED 11/19/2024	3303001 |570020|	2530140	2026/3	5,540.00
						Total For Check # 332521			**5,540.00**
09/11/2025	332536	591	UNION PACIFIC RAILROAD	90148749	Union Pacific Railroad	3305300 |570160|	ST23290	2026/3	5,075.46
						Total For Check # 332536			**5,075.46**
09/18/2025	332613	2449	DAVIS SUPPLY CO	0023019347-001	BLANKET PO FOR POOL SUPPLIES	3306000 |570170|	2660210	2026/3	176.52
						Total For Check # 332613			**176.52**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/18/2025	332647	4613	JOSEPH Z EATON	0121	Labor for Upfit on New PD Vehicles	3303001 |570020|	2530010	2026/3	3,650.00
						Total For Check # 332647			**3,650.00**
09/18/2025	332655	1052	L&W SUPPLY CORPORATION	1015260895-001	BLANKET PO FOR BUILDING SUPPLIES	3301700 |570150|	2217090	2026/3	124.97
				1015221667-001	BLANKET PO FOR BUILDING SUPPLIES	3301700 |570150|	2217090	2026/3	675.37
						Total For Check # 332655			**800.34**
09/18/2025	332661	131	LOCKE SUPPLY COMPANY	56434153-00	BLANKET PO FOR PLUMBING &	3301700 |570150|	2217090	2026/3	415.17
						Total For Check # 332661			**415.17**
09/18/2025	332672	25	NAPA AUTO PARTS	019418	5026	3303504 |570040|	2635210	2026/3	207.00
						Total For Check # 332672			**207.00**
09/18/2025	332683	2156	P&W GOLF SUPPLY LLC	INV153689	Project #BC61040- Range Ball Washer	3306102 |570040|	BC61040	2026/3	4,499.99
						Total For Check # 332683			**4,499.99**
09/25/2025	332858	19	BROKEN ARROW ELECTRIC	S3385912.001	BLANKET PO FOR MISC ELECTRICAL	3301200 |570170|	2612070	2026/3	483.68
						Total For Check # 332858			**483.68**
09/25/2025	332867	4698	CHRISTMAS DESIGNERS.COM	038403	18" Red Velvet w/Gold Trim Christmas Bow	3306000 |570170|	2660210	2026/3	2,004.00
						Total For Check # 332867			**2,004.00**
09/25/2025	332876	765	PLATINUM VENTURES INC	1900012996	REMODEL SENIOR CENTER KITCHEN	3306001 |570170|	2560230	2026/3	43,343.85
						Total For Check # 332876			**43,343.85**
09/25/2025	332891	831	GH2 ARCHITECTS, LLC	PA 3 2560140	Events Park Storage Facility-20240013	3306000 |570150|	2560140	2026/3	3,412.50
				PA 4 2560140	Events Park Storage Facility-20240013	3306000 |570150|	2560140	2026/3	1,500.00
						Total For Check # 332891			**4,912.50**
09/25/2025	332906	125	KIRBY-SMITH MACHINERY INC	E0291202	CITY COUNCIL APPROVED 07/14/25	3305300 |570030|	2653210	2026/3	489,000.00
						Total For Check # 332906			**489,000.00**
09/25/2025	332907	1052	L&W SUPPLY CORPORATION	1015029533-001	Material for Field Ops Conference Room	3301700 |570150|	2217090	2026/3	7,138.01
						Total For Check # 332907			**7,138.01**
09/25/2025	332914	25	NAPA AUTO PARTS	019401	5025	3303504 |570040|	2635210	2026/3	166.80
						Total For Check # 332914			**166.80**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/25/2025	332929	4508 C A ASSETS LLC	28397	NEW EAST GARAGE DOORS FOR	3303501 |570170|	2635100	2026/3	22,452.00
					Total For Check # 332929			**22,452.00**
09/25/2025	332947	4381 HOWMEDICA OSTEONICS	9210047861	Lucas 3's and associated supplies	3303502 |570170|	2635190	2026/3	27,000.00
			9210267721	Lucas 3's and associated supplies	3303502 |570170|	2635190	2026/3	3,715.71
			9210263192	Lucas 3's and associated supplies	3303502 |570170|	2635190	2026/3	1,669.20
					Total For Check # 332947			**32,384.91**
09/25/2025	332950	1089 TRANE COMPANY	315658406	CITY COUNCIL APPROVED 02/25/25	3301700 |570170|	2517020	2026/3	9,235.00
					Total For Check # 332950			**9,235.00**
09/25/2025	332963	48 WARREN POWER &	P3375401	CITY COUNCIL APPROVED 07/14/25	3305300 |570030|	2653190	2026/3	39,785.00
					Total For Check # 332963			**39,785.00**
					Total For Fund 330			**705,026.92**
					Number of Invoices For Fund 330			**34**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/18/2025	332715	1131	SPRING CREEK NURSERY	222487	BLANKET PO FOR NURSERY STOCK	3326000 |570170|	PKDONA	2026/3	320.00
						Total For Check # 332715			**320.00**
						Total For Fund 332			**320.00**
						Number of Invoices For Fund 332			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/18/2025	332586	4807	BARBOUR FAMILY PAINTING	4795	PAINTING EXTERIOR DOORS AT PARK	3336005 |570150|	2460300	2026/3	684.00
						Total For Check # 332586			**684.00**
						Total For Fund 333			**684.00**
						Number of Invoices For Fund 333			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332456	5357	INFINITE CREATIVE	275262	Dispatch Quiet Room Massage Chair	3363006 |570150|	2536040	2026/3	4,999.00
						Total For Check # 332456			**4,999.00**
						Total For Fund 336			**4,999.00**
						Number of Invoices For Fund 336			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332470	614 LIGHTING INC/BROKEN ARROW	S3369058.002	BLANKET PO FOR MISC. LIGHTING	3425300 |550260|		2026/3	2,106.52
			S3369058.001	BLANKET PO FOR MISC. LIGHTING	3425300 |550260|		2026/3	3,445.26
			S3392359.001	BLANKET PO FOR MISC. LIGHTING	3425300 |550260|		2026/3	109.33
					Total For Check # 332470			**5,661.11**
09/11/2025	332472	131 LOCKE SUPPLY COMPANY	56377546-00	BLANKET PO FOR PLUMBING &	3425300 |550260|		2026/3	31.16
			56391024-00	BLANKET PO FOR PLUMBING &	3425300 |550260|		2026/3	31.16
			56354839-00	BLANKET PO FOR PLUMBING &	3425300 |560350|		2026/3	18.12
					Total For Check # 332472			**80.44**
09/18/2025	332568	149 AMERICAN ELECTRIC	111-611-0-2 09022025	954-111-611-0-2 SEPT 2, 2025	3425300 |550250|		2026/3	31,133.20
			983-871-0-9 08282025	954-983-871-0-9 AUG 28, 2025 3101 E	3425300 |550250|		2026/3	24.02
			452-844-0-4 08292025	959-452-844-0-4 AUG 29, 2025	3425300 |550250|		2026/3	2,529.09
			789-381-1-9 08272025	756-789-381-1-9 AUG 27, 2025	3425300 |550250|		2026/3	3,634.70
					Total For Check # 332568			**37,321.01**
09/18/2025	332686	91 PINKLEY SALES COMPANY	23564	Ubolts-Gary Harris	3425300 |560350|		2026/3	763.42
					Total For Check # 332686			**763.42**
09/18/2025	332772	1231 AT&T MOBILITY LLC	19339297X08082025	287319339297X08082025 JULY 31,2025	3425300 |550540|		2026/3	40.04
			19339297X09082025	287319339297X09082025 AUG 31, 2025	3425300 |550540|		2026/3	40.04
			19339297X07082025	287319339297X07082025 JUNE 30, 2025	3425300 |550540|		2025/12	40.04
					Total For Check # 332772			**120.12**
09/25/2025	332840	149 AMERICAN ELECTRIC	851-307-0-7 09092025	959-851-307-0-7 SEPT 9, 2025 19951 1/2	3425300 |550250|		2026/3	6.83
			144-898-0-2 09102025	959-144-898-0-2 SEPT 10, 2025 20421 1/2	3425300 |550250|		2026/3	6.87
					Total For Check # 332840			**13.70**
09/25/2025	332889	189 GADES SALES CO INC	0088464-IN	0088464-IN 08/07/2025	3425300 |560350|		2026/3	1,021.48
					Total For Check # 332889			**1,021.48**
09/25/2025	332910	131 LOCKE SUPPLY COMPANY	56506577-00	BLANKET PO FOR PLUMBING &	3425300 |560350|		2026/3	74.40
			56494000-00	BLANKET PO FOR PLUMBING &	3425300 |560350|		2026/3	5.88
					Total For Check # 332910			**80.28**
					Total For Fund 342			**45,061.56**
					Number of Invoices For Fund 342			**19**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332375	4394	ACTION SAFETY SUPPLY CO,	PA 4 ST24140	CITY COUNCIL APPROVED 04/01/25	3435300 |570150|	ST25140	2025/12	22,899.29
				PA 3 ST25140	CITY COUNCIL APPROVED 04/01/25	3435300 |570150|	ST25140	2025/12	18,666.66
						Total For Check # 332375			**41,565.95**
09/11/2025	332425	1270	CORE & MAIN	CNV1000011696	24 "Nyoplast -Zach Smith	3435300 |570150|	ST24270	2026/3	2,095.00
						Total For Check # 332425			**2,095.00**
09/11/2025	332434	3307	DP SUPPLY	035876	61968 AUG 20, 2025	3435300 |570150|	ST26030	2026/3	626.00
						Total For Check # 332434			**626.00**
09/11/2025	332474	3480	MARQUARDT ENGINEERING	PA 5 ST24080	Concrete Panel Replacement Residential	3435300 |570160|	ST24080	2026/3	14,250.00
						Total For Check # 332474			**14,250.00**
09/18/2025	332566	4394	ACTION SAFETY SUPPLY CO,	PA 5 ST25140	CITY COUNCIL APPROVED 04/01/25	3435300 |570150|	ST25140	2026/3	32,273.21
						Total For Check # 332566			**32,273.21**
09/18/2025	332577	11	ANCHOR STONE CO	252273209	BLANKET PO (BACKUP BIDDER#2 FOR	3435300 |570150|	ST24270	2026/3	3,968.41
				252273109	BLANKET PO (BACKUP BIDDER#2 FOR	3435300 |570150|	ST24270	2026/3	8,532.71
						Total For Check # 332577			**12,501.12**
09/18/2025	332579	4846	APAC-CENTRAL, INC.	7002314551	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/3	136.71
				7002311207	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/3	858.08
				7002314488	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/3	206.48
				7002314488	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26140	2026/3	6,419.44
						Total For Check # 332579			**7,620.71**
09/18/2025	332601	1436	CHEROKEE PRIDE CONST. INC.	PA FINAL ST1413	37th St Pavement Reconst - ST1413	3435300 |570150|	ST1413	2026/3	105,891.60
						Total For Check # 332601			**105,891.60**
09/25/2025	332836	1360	A & A ASPHALT INC.	4684	4684	3435300 |570150|	ST26100	2026/3	30,333.35
						Total For Check # 332836			**30,333.35**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/25/2025	332846	4846	APAC-CENTRAL, INC.	7002317775	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/3	127.89
				7002325391	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST25150	2026/3	7,322.49
				7002325391	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/3	157.50
				7002325369	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/3	2,474.01
				7002325384	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/3	284.13
				7002320627	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/3	288.54
				7002320591	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/3	792.54
						Total For Check # 332846			**11,447.10**
09/25/2025	332887	900	FORTILINE INC	7036283	Stormwater Pipe-For:Matt Duran	3435300 |570150|	ST24270	2026/3	6,926.40
						Total For Check # 332887			**6,926.40**
09/25/2025	332895	79	GREEN ACRE SOD FARMS	11724	BL;ANKET PO FOR BERMUDA SOD	3435300 |570150|	ST24270	2026/3	2,292.00
						Total For Check # 332895			**2,292.00**
						Total For Fund 343			**267,822.44**
						Number of Invoices For Fund 343			**23**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332299	3917	WILLIAMS MEDICAL GROUP	4157242	BBP SCREENINGS & VACCINATIONS-	3443001 |530870|		2025/12	2,242.45
						Total For Check # 332299			**2,242.45**
09/11/2025	332301	856	AMERICAN FIDELITY	173099	Payroll Run 1 - Warrant 250829	344 |218420|		2026/2	200.28
				173099	Payroll Run 1 - Warrant 250829	344 |218430|		2026/2	180.50
						Total For Check # 332301			**380.78**
09/11/2025	332302	4904	AMERITAS LIFE INSURANCE	173105	Payroll Run 1 - Warrant 250829	344 |218240|		2026/2	3,627.04
						Total For Check # 332302			**3,627.04**
09/11/2025	332309	4633	COLONIAL LIFE & ACCIDENT	173104	Payroll Run 1 - Warrant 250829	344 |218590|		2026/2	1,417.96
						Total For Check # 332309			**1,417.96**
09/11/2025	332313	1550	GENESIS HEALTH CLUBS	173102	Payroll Run 1 - Warrant 250829	344 |218150|		2026/2	720.42
						Total For Check # 332313			**720.42**
09/11/2025	332314	2359	JAMIE OTT	PDR 08282025	PER DIEM REQUEST - AUG 28, 2025	3443001 |550030|		2026/3	154.80
						Total For Check # 332314			**154.80**
09/11/2025	332318	4050	JOSHUA PETERSON	EMP 09052025	EMPLOYEE REIMBURSEMENT - SEPT 5,	3443001 |530110|		2026/3	299.00
						Total For Check # 332318			**299.00**
09/11/2025	332321	159	PRE-PAID LEGAL SERVICES,	173098	Payroll Run 1 - Warrant 250829	344 |218100|		2026/2	942.88
						Total For Check # 332321			**942.88**
09/11/2025	332322	1499	MARK CARTER	PDR 09152025	PER DIEM REQUEST - SEPT 15-19, 2025	3443001 |550030|		2026/3	340.00
						Total For Check # 332322			**340.00**
09/11/2025	332324	4905	METROPOLITAN LIFE	173106	Payroll Run 1 - Warrant 250829	344 |218340|		2026/2	1,030.03
				173106	Payroll Run 1 - Warrant 250829	344 |218480|		2026/2	3,720.35
				173106	Payroll Run 1 - Warrant 250829	344 |218590|		2026/2	815.75
						Total For Check # 332324			**5,566.13**
09/11/2025	332369	4017	PARKER MCDANIEL	EMP 09052025	EMPLOYEE REIMBURSEMENT - SEPT 5,	3443001 |530110|		2026/3	299.00
						Total For Check # 332369			**299.00**
09/11/2025	332371	2751	STEPHEN DAY	TRR SU2025	TUITION REIMBURSEMENT - SUMMER	3443001 |530110|		2026/3	1,112.61
				EMP 09052025	EMPLOYEE REIMBURSEMENT - SEPT 5,	3443001 |530110|		2026/3	299.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 332371			**1,411.61**
09/11/2025	332372	1987	SURENCY LIFE & HEALTH INS.	173103	Payroll Run 1 - Warrant 250829	344 |218460|		2026/2	276.25
						Total For Check # 332372			**276.25**
09/11/2025	332376	4935	AMAZON.COM SALES INC	1H4H-K3KF-HCN7	BLANKET PO	3443009 |560230|		2025/12	204.62
						Total For Check # 332376			**204.62**
09/11/2025	332392	1335	911 CUSTOM	61640	PARTS NEEDED FOR CURRENT	3443001 |560200|		2026/3	480.00
						Total For Check # 332392			**480.00**
09/11/2025	332396	4935	AMAZON.COM SALES INC	1W9D-YPXQ-QQFG	Camera Equipment for Training Center	3443001 |560230|		2026/3	59.99
				1W9D-YPXQ-QQFG	Camera Equipment for Training Center	3443001 |560240|		2026/3	281.95
				13R3-TTMV-9GQP	Amazon Items for Training Center	3443001 |560030|		2026/3	76.06
				13R3-TTMV-9GQP	Amazon Items for Training Center	3443001 |560230|		2026/3	132.57
				13R3-TTMV-9GQP	Amazon Items for Training Center	3443001 |560240|		2026/3	261.30
				1XD6-RVDK-1Y3W	Paper for cat room	3443009 |560230|		2026/3	249.00
						Total For Check # 332396			**1,060.87**
09/11/2025	332397	1372	AMERICAN DOCUMENT	193695	Shredding Service for PD Records	3443010 |540280|		2026/3	45.00
						Total For Check # 332397			**45.00**
09/11/2025	332404	3995	AT&T MOBILITY NATIONAL	579511	579511 AUG 13, 2025	3443001 |530870|		2026/3	175.00
						Total For Check # 332404			**175.00**
09/11/2025	332416	2697	CALLYO 2009 CORP	R21589	R21589 AUG 26, 2025 RENEWAL 1/1/-	3443001 |540550|		2026/3	6,960.00
						Total For Check # 332416			**6,960.00**
09/11/2025	332418	37	CINTAS CORPORATION	5290529210	BLANKET PO FOR ALL DEPARTMENT	3443009 |560230|		2026/3	82.85
						Total For Check # 332418			**82.85**
09/11/2025	332419	996	CITY OF BROKEN ARROW	173100	Payroll Run 1 - Warrant 250829	344 |218180|		2026/2	716.65
				173100	Payroll Run 1 - Warrant 250829	344 |218360|		2026/2	5,513.11
						Total For Check # 332419			**6,229.76**
09/11/2025	332421	1391	CLEAN THE UNIFORM CO	52152555	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/3	5.13
				52152554	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/3	4.85
						Total For Check # 332421			**9.98**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332426	4896 WA BUTLR COMPANY	EB94855	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/3	75.30
			EB89042	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/3	225.90
			EB90679	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/3	18.38
			EB89041	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/3	18.38
					Total For Check # 332426			**337.96**
09/11/2025	332436	4056 KIRKWALL HOLDINGS LLC	617-16274	Range Safety Rules Sign	3443001 |560240|		2026/3	272.91
					Total For Check # 332436			**272.91**
09/11/2025	332442	5026 DALE GRAHAM	264	264 SEPT 3, 2025	3443001 |540070|		2026/3	2,402.00
			000058	CLEANING AND INSPECTIONS OF PSC	3443001 |540070|		2026/3	1,044.00
					Total For Check # 332442			**3,446.00**
09/11/2025	332451	4320 HILL'S PET NUTRITION SALES	254397716	Food for the animals at the shelter	3443009 |560230|		2026/3	248.57
					Total For Check # 332451			**248.57**
09/11/2025	332455	115 INCOG	E-002400	E-002400 SEPT 1, 2025	3443006 |550220|		2026/3	13,806.74
					Total For Check # 332455			**13,806.74**
09/11/2025	332463	5131 KEVIN BEHE	13960	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.80
			13960	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.31
			13969	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	3.70
			13969	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.24
			13971	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.44
			13971	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.29
			13972	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.44
			13972	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.29
			13973	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	2.22
			13973	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.14
			13959	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.44
			13959	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.29
			14404	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	2.22
			14404	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.14
			14396	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	2.22
			14396	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.14
			14484	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	2.96
			14484	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.19

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			14391	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	2.96
			14391	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.19
			14392	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	2.96
			14392	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.19
			14393	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	2.96
			14393	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.19
			14400	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	3.70
			14400	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.24
			14388	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	3.70
			14388	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.24
			14399	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	3.70
			14399	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.24
			14401	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.43
			14401	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.29
			14402	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.43
			14402	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.29
			14403	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.44
			14403	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.29
			14394	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.43
			14394	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.29
			14390	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.44
			14390	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.29
			14395	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.80
			14395	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.31
			14389	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.80
			14389	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.31
			13970	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.44
			13970	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.29
					Total For Check #	**332463**		**93.31**
09/11/2025	332467	3876 KRISTI WITTLICH	08312025	Professional Services Veterinary Consult	3443009 |530870|		2026/3	530.00
			09042025	Professional Services Veterinary Consult	3443009 |530870|		2026/3	100.19
					Total For Check #	**332467**		**630.19**
09/11/2025	332468	4452 L3HARRIS TECHNOLOGIES INC	93458593	Spare Handheld Radio Parts	3443001 |560500|		2026/3	4,244.73
					Total For Check #	**332468**		**4,244.73**
09/11/2025	332470	614 LIGHTING INC/BROKEN ARROW	S3391589.001	BLANKET PO FOR MISC. LIGHTING	3443001 |560180|		2026/3	140.06

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					Total For Check # 332470			**140.06**
09/11/2025	332471	4380 LOCK-DOC INC	080525-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	3443001 |560180|		2026/3	54.60
			081425-H13	BLANKET PO FOR LOCKS,KEYS, & ETC	3443001 |560180|		2026/3	153.90
					Total For Check # 332471			**208.50**
09/11/2025	332473	2355 LOCKEDINRN	08252025	Visiting Nurse	3443008 |530870|		2026/3	307.08
			09012025	Visiting Nurse 09/01-05/2025	3443008 |530870|		2026/3	307.08
					Total For Check # 332473			**614.16**
09/11/2025	332476	5352 MED-TECH RESOURCE LLC	155052	Restock of PD Spit Hoods	3443001 |560110|		2026/3	588.18
					Total For Check # 332476			**588.18**
09/11/2025	332484	25 NAPA AUTO PARTS	18745	GRP65	3443001 |560200|		2026/3	111.93
			18745	GRP65	3443001 |560200|		2026/3	36.50
			18750	8488FTK1	3443001 |560200|		2026/3	190.84
			18750	FT8488	3443001 |560200|		2026/3	0.01
			18750	FT880686	3443001 |560200|		2026/3	0.01
			18765	13540600	3443001 |560190|		2026/3	86.33
			18984	F000702	3443001 |560190|		2026/3	445.80
			18988	621564XD	3443001 |560200|		2026/3	286.87
			18990	F2GZ1A189A	3443001 |560190|		2026/3	297.32
			18999	F011685	3443001 |560190|		2026/3	769.12
			19007	7060	3443001 |560200|		2026/3	4.25
			19007	6022PP	3443001 |560200|		2026/3	20.76
			19007	20811	3443001 |560210|		2026/3	23.61
			19007	115	3443001 |560210|		2026/3	14.44
			19007	5W30BULK	3443001 |560210|		2026/3	24.24
			19089	GRP65	3443001 |560200|		2026/3	111.93
			19089	GRP65	3443001 |560200|		2026/3	36.50
			19098	F013868	3443001 |560190|		2026/3	386.56
			19099	FT880982	3443001 |560200|		2026/3	198.94
			19105	FT8997	3443001 |560200|		2026/3	59.46
			19105	860	3443001 |560210|		2026/3	21.88
			19105	84032	3443001 |560210|		2026/3	48.78
			19105	2413	3443001 |560230|		2026/3	6.66
			19116	F2GZ1A189A	3443001 |560200|		2026/3	148.66
			19120	FT7991	3443001 |560200|		2026/3	72.89

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			19120	FT7867	3443001 |560200|		2026/3	68.43
			19120	860	3443001 |560210|		2026/3	10.94
			19120	2413	3443001 |560230|		2026/3	3.33
			018920	L1MZ2C190H	3443001 |560200|		2026/3	160.36
			018940	F014937	3443001 |560190|		2026/3	164.00
			018941	F012114	3443001 |560190|		2026/3	272.86
			018950	85140320	3443001 |560200|		2026/3	105.87
			018950	13552815	3443001 |560200|		2026/3	338.08
			018950	860	3443001 |560210|		2026/3	10.94
			018950	84032	3443001 |560210|		2026/3	24.39
			018950	2413	3443001 |560230|		2026/3	3.33
			019126	1N9784	3443001 |560200|		2026/3	439.66
			019134	FT8997	3443001 |560200|		2026/3	59.46
			019134	84032	3443001 |560210|		2026/3	48.78
			019138	GRP65	3443001 |560200|		2026/3	111.93
			019138	GRP65	3443001 |560200|		2026/3	36.50
			019138	GRP65	3443001 |560200|		2026/3	-36.50
			019140	F000702	3443001 |560190|		2026/3	297.20
			019150	F2GZ1A189A	3443001 |560190|		2026/3	222.99
			019156	43016	3443001 |560200|		2026/3	74.30
			019156	35478	3443001 |560200|		2026/3	4.36
			019156	RTU1DEX	3443001 |560210|		2026/3	18.60
					Total For Check # 332484			**5,844.10**
09/11/2025	332485		18752	100010	3443001 |560200|		2026/3	4.55
			18752	20811	3443001 |560210|		2026/3	23.61
			18752	115	3443001 |560210|		2026/3	14.44
			18752	0W20BULK	3443001 |560210|		2026/3	23.10
			18754	7060	3443001 |560200|		2026/3	4.25
			18754	20811	3443001 |560210|		2026/3	23.61
			18754	115	3443001 |560210|		2026/3	14.44
			18754	5W20BULK	3443001 |560210|		2026/3	21.42
			18757	7680	3443001 |560200|		2026/3	21.96
			18970	2488	3443001 |560200|		2026/3	13.80
			18970	7060	3443001 |560200|		2026/3	4.25
			18970	20811	3443001 |560210|		2026/3	23.61
			18970	115	3443001 |560210|		2026/3	14.44
			18970	5W30BULK	3443001 |560210|		2026/3	24.24

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			18971	4068	3443001 |560200|		2026/3	5.32
			18971	7502	3443001 |560200|		2026/3	4.25
			18971	6935	3443001 |560200|		2026/3	9.55
			18971	20811	3443001 |560210|		2026/3	23.61
			18971	115	3443001 |560210|		2026/3	14.44
			18971	5W20BULK	3443001 |560210|		2026/3	18.36
			18975	1DEX	3443001 |560210|		2026/3	37.32
			18996	7060	3443001 |560200|		2026/3	4.25
			18996	20811	3443001 |560210|		2026/3	23.61
			18996	115	3443001 |560210|		2026/3	14.44
			18996	5W30BULK	3443001 |560210|		2026/3	24.24
			19092	FT8855	3443001 |560200|		2026/3	57.24
			19093	GRP65	3443001 |560200|		2026/3	-36.50
			19094	84032	3443001 |560210|		2026/3	24.39
			19095	7060	3443001 |560200|		2026/3	4.25
			19095	2725	3443001 |560200|		2026/3	15.92
			19095	20811	3443001 |560210|		2026/3	23.61
			19095	115	3443001 |560210|		2026/3	14.44
			19095	5W20BULK	3443001 |560210|		2026/3	21.42
			19096	7060	3443001 |560200|		2026/3	4.25
			19096	115	3443001 |560210|		2026/3	14.44
			19096	20811	3443001 |560210|		2026/3	23.61
			19096	5W20BULK	3443001 |560210|		2026/3	21.42
			19097	7060	3443001 |560200|		2026/3	4.25
			19097	115	3443001 |560210|		2026/3	14.44
			19097	20811	3443001 |560210|		2026/3	23.61
			19097	5W20BULK	3443001 |560210|		2026/3	21.42
			018923	7060	3443001 |560200|		2026/3	4.25
			018923	20811	3443001 |560210|		2026/3	23.61
			018923	115	3443001 |560210|		2026/3	14.44
			018923	5W20BULK	3443001 |560210|		2026/3	21.42
			018927	7060	3443001 |560200|		2026/3	4.25
			018927	20811	3443001 |560210|		2026/3	23.61
			018927	115	3443001 |560210|		2026/3	14.44
			018927	5W20BULK	3443001 |560210|		2026/3	21.42
			018938	6022864	3443001 |560200|		2026/3	76.43
			018939	4048	3443001 |560200|		2026/3	8.88
			018939	9746	3443001 |560200|		2026/3	19.29

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				018939	2413	3443001 |560230|		2026/3	6.66
				018945	7502	3443001 |560200|		2026/3	4.25
				018945	4068	3443001 |560200|		2026/3	5.32
				018945	6935	3443001 |560200|		2026/3	9.55
				018945	20811	3443001 |560210|		2026/3	23.61
				018945	115	3443001 |560210|		2026/3	14.44
				018945	5W20BULK	3443001 |560210|		2026/3	18.36
				019132	FT8998	3443001 |560200|		2026/3	58.64
				019135	100255	3443001 |560200|		2026/3	4.25
				019135	20811	3443001 |560210|		2026/3	23.61
				019135	115	3443001 |560210|		2026/3	14.44
				019135	0W20BULK	3443001 |560210|		2026/3	30.80
				019139	60221B	3443001 |560200|		2026/3	20.76
				019143	7502	3443001 |560200|		2026/3	4.25
				019143	4068	3443001 |560200|		2026/3	5.32
				019143	6935	3443001 |560200|		2026/3	9.55
				019143	20811	3443001 |560210|		2026/3	23.61
				019143	115	3443001 |560210|		2026/3	14.44
				019143	5W20BULK	3443001 |560210|		2026/3	18.36
				019145	RTU1DEX	3443001 |560210|		2026/3	9.30
				019145	1DEX	3443001 |560210|		2026/3	12.44
				019151	FT8998	3443001 |560200|		2026/3	58.64
				019161	5W20BULK	3443001 |560210|		2026/3	18.36
						Total For Check #	**332485**		**1,304.32**
09/11/2025	332486			18751	926558	3443001 |560200|		2026/3	14.94
				18764	KEY	3443001 |560200|		2026/3	12.62
				18991	RTU1DEX	3443001 |560210|		2026/3	9.30
				19000	7031726	3443001 |560200|		2026/3	5.23
				19100	2413	3443001 |560230|		2026/3	3.33
				018948	F011688	3443001 |560190|		2026/3	260.22
				018948	F012114	3443001 |560190|		2026/3	-272.86
						Total For Check #	**332486**		**32.78**
09/11/2025	332487	973	NATIONAL WASTE & DISPOSAL	0000250723	0000250723 AUG 1-31, 2025	3443001 |540070|		2026/3	275.00
						Total For Check #	**332487**		**275.00**
09/11/2025	332513	834	SOFTWARE HOUSE	B20190363	Micrsoft Yearly ES SHI	3443001 |540550|		2026/3	80,355.84

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 332513			**80,355.84**
09/11/2025	332515	4931	HOWARD DCIII LLC	439296	P&L COOLANT LEAK UNIT 1939 - JEFF B.	3443001 |540200|		2026/3	1,205.39
						Total For Check # 332515			**1,205.39**
09/11/2025	332518	4917	FIRST RESPONDER	185318-1	Academy PT Gear	3443001 |560100|		2026/3	1,294.70
						Total For Check # 332518			**1,294.70**
09/11/2025	332519	4045	STEPHANIE BRADLEY	247	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/3	650.00
						Total For Check # 332519			**650.00**
09/11/2025	332521	4985	STOCK ENTERPRISES, LLC	50245	CITY COUNCIL APPROVED 11/19/2024	3443001 |570020|	2530180	2026/3	39,545.00
						Total For Check # 332521			**39,545.00**
09/11/2025	332528	1089	TRANE COMPANY	315568639	315568639 AUG 5, 2025	3443001 |540070|		2026/3	1,205.00
				315568614	315568614 AUG 5, 2025	3443001 |540070|		2026/3	2,169.61
				315542100	315542100 JULY 24, 2025	3443009 |540070|		2026/3	434.00
						Total For Check # 332528			**3,808.61**
09/11/2025	332531	949	TULSA WINNELSON COMPANY	639111 01	BLANKET PO MISC. PLUMBING	3443008 |560180|		2026/3	247.56
						Total For Check # 332531			**247.56**
09/11/2025	332540	1169	VERIZON	6121607714	6121607714 JULY 22-AUG 21, 2025	3443001 |550540|		2026/3	40.01
				6121607714	6121607714 JULY 22-AUG 21, 2025	3443001 |550540|		2026/3	40.01
				6121607714	6121607714 JULY 22-AUG 21, 2025	3443001 |550540|		2026/3	45.02
						Total For Check # 332540			**125.04**
09/18/2025	332567	489	ADMIRAL EXPRESS LLC	2586291-0	PO 22502717	3443010 |560240|		2026/3	752.16
						Total For Check # 332567			**752.16**
09/18/2025	332568	149	AMERICAN ELECTRIC	234-103-0-2 08292025	FY26 ANNUAL AGREEMENT 959-234-103-	3443001 |550250|		2026/3	30,557.32
				234-103-0-2 08292025	FY26 ANNUAL AGREEMENT 959-234-103-	3443009 |550250|		2026/3	3,706.35
						Total For Check # 332568			**34,263.67**
09/18/2025	332572	4935	AMAZON.COM SALES INC	1WN7-9NQN-TJVR	Office Chairs	3443009 |560240|		2026/3	259.90
						Total For Check # 332572			**259.90**
09/18/2025	332578	4934	CW PRODUCTS	CV50773201	Recruiting supplies	3443001 |560230|		2026/3	212.11

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				CV50773738	Recruiting supplies	3443001 |560230|		2026/3	331.19
				CV5083043	Recruiting supplies	3443001 |560230|		2026/3	315.11
				CV50811526	Recruiting supplies	3443001 |560230|		2026/3	449.85
						Total For Check # 332578			**1,308.26**
09/18/2025	332582	73	AT&T	9181470070 09012025	918 147-0070 426 9	3443006 |550220|		2026/3	1,830.40
						Total For Check # 332582			**1,830.40**
09/18/2025	332583	3995	AT&T MOBILITY NATIONAL	580704	580704 AUG 20, 2025	3443001 |530870|		2026/3	525.00
						Total For Check # 332583			**525.00**
09/18/2025	332595	22	BROKEN ARROW SENIORS INC	082025	082025 ACTIVE MEMBERSHIP DUES	3443001 |530850|		2026/3	40.00
						Total For Check # 332595			**40.00**
09/18/2025	332605	1391	CLEAN THE UNIFORM CO	52153042	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/3	15.30
				52152553	Rugs for the Animal Shelter	3443009 |540330|		2026/3	3.92
						Total For Check # 332605			**19.22**
09/18/2025	332606	218	CLIFFORD POWER SYSTEMS	PMA-0140567	PMA-0140567	3443001 |540290|		2026/3	4,112.00
						Total For Check # 332606			**4,112.00**
09/18/2025	332612	4240	DANA SAFETY SUPPLY	980065	Pepperball air compressor	3443001 |560240|		2026/3	1,625.00
						Total For Check # 332612			**1,625.00**
09/18/2025	332621	3676	ENGINEERED EQUIPMENT INC	PTINV00062089	FILTERS FOR CITY FACILITIES	3443001 |560180|		2026/3	1,060.41
						Total For Check # 332621			**1,060.41**
09/18/2025	332628	5026	DALE GRAHAM	269	REPLACED BAD RELAY	3443001 |540070|		2026/3	255.00
						Total For Check # 332628			**255.00**
09/18/2025	332642	4736	DUSTIN MANLY	10000939	10000939	3443001 |540070|		2026/3	172.00
				10000936	10000936	3443001 |540070|		2026/3	103.00
				10000951	FIRE EXTINGUISHER TESTING	3443001 |540070|		2026/3	662.50
						Total For Check # 332642			**937.50**
09/18/2025	332648	5131	KEVIN BEHE	14475	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	3.70
				14475	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.24
				14476	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	3.70

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14476	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.24
				14478	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	3.70
				14478	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.24
				14477	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	3.70
				14477	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.24
				14468	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	2.96
				14468	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.19
				14466	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	5.91
				14466	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.38
				14467	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	2.96
				14467	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.19
				14471	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	3.70
				14471	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.24
				14470	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	2.96
				14470	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.19
				14472	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.80
				14472	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.31
				14473	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	4.80
				14473	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.31
				14474	CITY COUNCIL 07/14/25	3443001 |540070|		2026/3	3.70
				14474	CITY COUNCIL 07/14/25	3443009 |540070|		2026/3	0.24
						Total For Check #	**332648**		**49.60**
09/18/2025	332652	3876	KRISTI WITTLICH	09072025	Professional Services Veterinary Consult	3443009 |530870|		2026/3	7.35
						Total For Check #	**332652**		**7.35**
09/18/2025	332657	4637	LEXIPOL, LLC	INVPRA11257223	POLICEONE ACADEMY	3443001 |540550|		2026/3	13,521.68
						Total For Check #	**332657**		**13,521.68**
09/18/2025	332659	614	LIGHTING INC/BROKEN ARROW	S3393777.001	BLANKET PO FOR MISC. LIGHTING	3443001 |560180|		2026/3	420.17
				S3394458.002	BLANKET PO FOR MISC. LIGHTING	3443001 |560180|		2026/3	280.12
				S3392958.001	BLANKET PO FOR MISC. LIGHTING	3443009 |560180|		2026/3	66.16
						Total For Check #	**332659**		**766.45**
09/18/2025	332662	2355	LOCKEDINRN	09082025	Visiting Nurse	3443008 |530870|		2026/3	307.08
						Total For Check #	**332662**		**307.08**
09/18/2025	332663	5490	MACHO PRODUCTS INC.	786624	Redman Suit Replacement Gear	3443001 |560230|		2026/3	47.15

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				786624	Redman Suit Replacement Gear	3443001 |560240|		2026/3	886.75
						Total For Check # 332663			**933.90**
09/18/2025	332665	3658	MALLORY SAFETY AND SUPPLY	6248873	SRT New Member Equipment	3443001 |560100|		2026/3	997.40
						Total For Check # 332665			**997.40**
09/18/2025	332670	4777	MWI VETERINARY SUPPLY CO	63188827	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/3	562.80
						Total For Check # 332670			**562.80**
09/18/2025	332672	25	NAPA AUTO PARTS	019167	7502	3443001 |560200|		2026/3	4.25
				019167	20811	3443001 |560210|		2026/3	23.61
				019167	115	3443001 |560210|		2026/3	14.44
				019167	5W20BULK	3443001 |560210|		2026/3	18.36
				019181	F2GZ1A189A	3443001 |560190|		2026/3	148.66
				019181	F000702	3443001 |560190|		2026/3	297.20
				019185	DG1Z1015ACP	3443001 |560190|		2026/3	142.02
				019185	F000702	3443001 |560190|		2026/3	148.60
				019194	43016	3443001 |560200|		2026/3	-74.30
				019194	43562	3443001 |560200|		2026/3	127.30
				019249	CTXMS40186	3443001 |560200|		2026/3	162.10
				019249	CTXMS40185	3443001 |560200|		2026/3	162.10
				019253	7502	3443001 |560200|		2026/3	4.25
				019253	20811	3443001 |560210|		2026/3	23.61
				019253	115	3443001 |560210|		2026/3	14.44
				019253	5W20BULK	3443001 |560210|		2026/3	24.48
				019253	2413	3443001 |560230|		2026/3	6.12
				019258	FT8825	3443001 |560200|		2026/3	56.16
				019258	FT8855	3443001 |560200|		2026/3	57.24
				019261	FT880983	3443001 |560200|		2026/3	125.88
				019263	7502	3443001 |560200|		2026/3	4.25
				019263	4068	3443001 |560200|		2026/3	5.32
				019263	6935	3443001 |560200|		2026/3	9.55
				019263	20811	3443001 |560210|		2026/3	23.61
				019263	115	3443001 |560210|		2026/3	14.44
				019263	5W20BULK	3443001 |560210|		2026/3	18.36
				019271	F000702	3443001 |560190|		2026/3	297.20
				019280	F000702	3443001 |560190|		2026/3	297.20
				019285	9L3Z1A189A	3443001 |560200|		2026/3	74.67

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				019439	5148163AE	3443001 |560200|		2026/3	59.87
						Total For Check # 332672			**2,290.99**
09/18/2025	332673			019190	25060448	3443001 |560200|		2026/3	15.74
				019259	2413	3443001 |560230|		2026/3	6.12
				019264	6026PP	3443001 |560200|		2026/3	12.21
				019264	6022PP	3443001 |560200|		2026/3	10.38
				019274	84032	3443001 |560210|		2026/3	24.39
				019279	06133	3443001 |560230|		2026/3	6.62
				019283	911222	3443001 |560200|		2026/3	33.96
				019294	7651198	3443001 |560230|		2026/3	7.43
				019441	MS97089	3443001 |560200|		2026/3	12.64
						Total For Check # 332673			**129.49**
09/18/2025	332681	96	OTA PIKEPASS CENTER	20250800479	20250800479 SEPT 1, 2025	3443001 |550030|		2026/3	129.02
						Total For Check # 332681			**129.02**
09/18/2025	332688	4826	POLAR BEAR JACK'S HOME	5412	SPRAY FOAM PROJECT TRAINING	3443001 |540070|		2026/3	4,669.50
						Total For Check # 332688			**4,669.50**
09/18/2025	332690	4411	POWERDMS, INC	INV-140741	INV-140741	3443006 |540550|		2026/3	3,354.75
						Total For Check # 332690			**3,354.75**
09/18/2025	332695	4642	PROPIO LS, LLC	0303630825	0303630825 AUG 31, 2025	3443006 |530870|		2026/3	146.16
						Total For Check # 332695			**146.16**
09/18/2025	332703	5048	SHAMROCK TIRE & AUTO	107-797899	BLANKET PO FOR ALIGNMENTS	3443001 |540200|		2026/3	109.95
						Total For Check # 332703			**109.95**
09/18/2025	332706	1586	SIGN SOLUTIONS	5624	5624	3443001 |540200|		2026/3	928.00
						Total For Check # 332706			**928.00**
09/18/2025	332713	4917	FIRST RESPONDER	185649-1	ACO Uniforms for Brian Scott	3443009 |560100|		2026/3	400.00
						Total For Check # 332713			**400.00**
09/18/2025	332716	4045	STEPHANIE BRADLEY	248	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/3	1,270.00
				249	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/3	630.00
						Total For Check # 332716			**1,900.00**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/18/2025	332720	4760	AUTOMOTIVE INDUSTRIES LLC	56669	unit # 2034	3443001 |540200|		2026/3	4,031.75
						Total For Check #	**332720**		**4,031.75**
09/18/2025	332724	1104	TIGER, INC.	0825221793	21324519 1100082 021 SEP 12, 2025	3443001 |550240|		2026/3	34.83
				0825221794	213245206 2528385 021 SEP 12, 2025	3443009 |550240|		2026/3	40.64
				0825221779	210157046 1148393 021 SEP 12, 2025	3443001 |550240|		2026/3	11.61
						Total For Check #	**332724**		**87.08**
09/18/2025	332725	1089	TRANE COMPANY	315553202	315553202 JULY 30, 2025	3443009 |540070|		2026/3	1,717.50
				315542120	315542120 JULY 24, 2025	3443009 |540070|		2026/3	1,826.00
						Total For Check #	**332725**		**3,543.50**
09/18/2025	332727	3877	OLEN MASINGALE	INV 2025-0231	Replacement of inoperable mini split at PSC	3443001 |540070|		2026/3	5,650.00
						Total For Check #	**332727**		**5,650.00**
09/18/2025	332734	4365	UNICARE BUILDING	COBA2507001	CITY COUNCIL APPROVED 06/17/24	3443001 |540070|		2026/3	5,774.64
				COBA2507001	CITY COUNCIL APPROVED 06/17/24	3443008 |540070|		2026/3	1,686.05
				COBA2507001	CITY COUNCIL APPROVED 06/17/24	3443009 |540070|		2026/3	421.42
				COBA2507002	CITY COUNCIL APPROVED 06/17/24	3443001 |540070|		2026/3	1,702.58
				COBA2507002	CITY COUNCIL APPROVED 06/17/24	3443008 |540070|		2026/3	497.11
				COBA2507002	CITY COUNCIL APPROVED 06/17/24	3443009 |540070|		2026/3	124.25
						Total For Check #	**332734**		**10,206.05**
09/18/2025	332746	24	WEST THOMSON REUTERS	852463035	Contract Renewal for Year 3 of PD CLEAR	3443001 |540550|		2026/3	1,763.48
						Total For Check #	**332746**		**1,763.48**
09/18/2025	332748	1095	WINDSTREAM HOLDINGS II LLC	101122812 09032025	101122812 SEPT 3, 2025 168-001-1513	3443006 |550220|		2026/3	196.48
				101106759 09122025	FY26 ANNUAL AGREEMENT	3443001 |550220|		2026/3	240.35
						Total For Check #	**332748**		**436.83**
09/18/2025	332750	938	BRANDON TENER	PDR 09222025	PER DIEM REQUEST SEPT 22, 2025	3443001 |550030|		2026/3	240.80
						Total For Check #	**332750**		**240.80**
09/18/2025	332754	4450	JACK H OELKE	PDR 09282025	PER DIEM REQUEST - SEPT 28, 2025	3443001 |550030|		2026/3	170.00
						Total For Check #	**332754**		**170.00**
09/18/2025	332771	1696	TRICIA COOK	PDR 09222025	PER DIEM REQUEST - SEPT 22, 2025	3443001 |550030|		2026/3	240.80

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check #	**332771**		**240.80**
09/18/2025	332772	1231	AT&T MOBILITY LLC	19339297X08082025	287319339297X08082025 JULY 31,2025	3443001 |550220|		2026/3	240.24
				19339297X08082025	287319339297X08082025 JULY 31,2025	3443001 |550540|		2026/3	8,916.52
				19339297X09082025	287319339297X09082025 AUG 31, 2025	3443001 |550220|		2026/3	240.24
				19339297X09082025	287319339297X09082025 AUG 31, 2025	3443001 |550540|		2026/3	8,978.74
				19339297X07082025	287319339297X07082025 JUNE 30, 2025	3443001 |550220|		2025/12	240.24
				19339297X07082025	287319339297X07082025 JUNE 30, 2025	3443001 |550540|		2025/12	2,125.12
				19339297X07082025	287319339297X07082025 JUNE 30, 2025	3443001 |560240|		2025/12	-22,978.50
						Total For Check #	**332772**		**-2,237.40**
09/18/2025	332773	405	WHELEN ENGINEERING CO INC	WCP2025354	5 Year Agreement for Cloud Connectivity	3443001 |540550|		2026/2	23,040.00
						Total For Check #	**332773**		**23,040.00**
09/25/2025	332779	2525	JACOB DRAIN	PDR 09282025	PER DIEM CLEET	3443001 |550030|		2026/3	204.00
						Total For Check #	**332779**		**204.00**
09/25/2025	332833	1540	THOMAS A HOFFMANN PH.D.	202502	202502 CLEET MMPI'S	3443001 |530870|		2026/3	1,800.00
						Total For Check #	**332833**		**1,800.00**
09/25/2025	332842	4935	AMAZON.COM SALES INC	1T6G-WPNX-JGKM	ITEM: BUNN Glass Commercial 12-Cup	3443001 |560030|		2026/3	229.02
				1TKP-CPMV-14YC	Fiber converter for PSC Gate - Transcore	3443001 |560180|		2026/3	345.14
						Total For Check #	**332842**		**574.16**
09/25/2025	332843	1372	AMERICAN DOCUMENT	191924	Shredding Service for PD Records	3443010 |540280|		2026/3	45.00
						Total For Check #	**332843**		**45.00**
09/25/2025	332871	1391	CLEAN THE UNIFORM CO	52154767	Rugs for the Animal Shelter	3443009 |540330|		2026/3	3.92
						Total For Check #	**332871**		**3.92**
09/25/2025	332885	1231	AT&T MOBILITY LLC	19128175X09082025	287319128175X09082025 AUG 31, 2025	3443001 |550220|		2026/3	1,795.99
				19128175X09082025	287319128175X09082025 AUG 31, 2025	3443009 |550220|		2026/3	18.64
				19128175X09082025	287319128175X09082025 AUG 31, 2025	3443001 |550540|		2026/3	6,942.78
				19128175X09082025	287319128175X09082025 AUG 31, 2025	3443006 |550540|		2026/3	24.74
				19128175X09082025	287319128175X09082025 AUG 31, 2025	3443009 |550540|		2026/3	240.24
						Total For Check #	**332885**		**9,022.39**
09/25/2025	332893	5026	DALE GRAHAM	000239	INV# 000239	3443001 |540070|		2026/3	1,584.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 332893			**1,584.00**
09/25/2025	332909	614	LIGHTING INC/BROKEN ARROW	S3397869.001	BLANKET PO FOR MISC. LIGHTING	3443008 |560180|		2026/3	62.86
						Total For Check # 332909			**62.86**
09/25/2025	332914	25	NAPA AUTO PARTS	019339	F000702	3443001 |560190|		2026/3	297.20
				019350	DG1Z1015ACP	3443001 |560200|		2026/3	284.04
				019357	2607470	3443001 |560200|		2026/3	113.87
				019357	2607471	3443001 |560200|		2026/3	113.87
				019357	2653240	3443001 |560200|		2026/3	34.69
				019357	2653239	3443001 |560200|		2026/3	34.69
				019509	FB5Z6038B	3443001 |560200|		2026/3	146.42
				019509	DB5Z18472T	3443001 |560200|		2026/3	97.78
				019465	4896464AE	3443001 |560200|		2026/3	538.89
				019465	4896464AE	3443001 |560200|		2026/3	75.00
				019468	F2GZ1A189A	3443001 |560200|		2026/3	148.66
				019495	4735928	3443001 |560200|		2026/3	154.20
				019613	GL1943002053	3443003 |560190|		2026/3	380.00
						Total For Check # 332914			**2,419.31**
09/25/2025	332915			019296	6022864	3443001 |560200|		2026/3	76.43
				019306	100255	3443001 |560200|		2026/3	4.25
				019306	20811	3443001 |560210|		2026/3	23.61
				019306	115	3443001 |560210|		2026/3	14.44
				019306	0W20BULK	3443001 |560210|		2026/3	30.80
				019307	100255	3443001 |560200|		2026/3	4.25
				019307	20811	3443001 |560210|		2026/3	23.61
				019307	115	3443001 |560210|		2026/3	14.44
				019307	0W20BULK	3443001 |560210|		2026/3	30.80
				019308	7502	3443001 |560200|		2026/3	4.25
				019308	6011G	3443001 |560200|		2026/3	8.32
				019308	20811	3443001 |560210|		2026/3	23.61
				019308	115	3443001 |560210|		2026/3	14.44
				019308	5W20BULK	3443001 |560210|		2026/3	18.36
				019309	7502	3443001 |560200|		2026/3	4.25
				019309	20811	3443001 |560210|		2026/3	23.61
				019309	115	3443001 |560210|		2026/3	14.44
				019309	5W20BULK	3443001 |560210|		2026/3	18.36

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			019310	100255	3443001 |560200|		2026/3	4.25
			019310	20811	3443001 |560210|		2026/3	23.61
			019310	115	3443001 |560210|		2026/3	14.44
			019310	0W20BULK	3443001 |560210|		2026/3	30.80
			019327	7060	3443001 |560200|		2026/3	4.25
			019327	20811	3443001 |560210|		2026/3	23.61
			019327	115	3443001 |560210|		2026/3	14.44
			019327	5W20BULK	3443001 |560210|		2026/3	21.42
			019351	FT8855	3443001 |560200|		2026/3	57.24
			019351	84032	3443001 |560210|		2026/3	24.39
			019351	860	3443001 |560210|		2026/3	10.94
			019354	FT8825	3443001 |560210|		2026/3	56.16
			019497	7502	3443001 |560200|		2026/3	4.25
			019497	4068	3443001 |560200|		2026/3	5.32
			019497	6935	3443001 |560200|		2026/3	9.55
			019497	20811	3443001 |560210|		2026/3	23.61
			019497	115	3443001 |560210|		2026/3	14.44
			019497	5W20BULK	3443001 |560210|		2026/3	18.36
			019498	7502	3443001 |560200|		2026/3	4.25
			019498	4068	3443001 |560200|		2026/3	5.32
			019498	6935	3443001 |560200|		2026/3	9.55
			019498	20811	3443001 |560210|		2026/3	23.61
			019498	115	3443001 |560210|		2026/3	14.44
			019498	5W20BULK	3443001 |560210|		2026/3	18.36
			019503	7060	3443001 |560200|		2026/3	4.25
			019503	20811	3443001 |560210|		2026/3	23.61
			019503	115	3443001 |560210|		2026/3	14.44
			019503	5W20BULK	3443001 |560210|		2026/3	21.42
			019512	7502	3443001 |560200|		2026/3	4.25
			019512	20811	3443001 |560210|		2026/3	23.61
			019512	115	3443001 |560210|		2026/3	14.44
			019512	5W20BULK	3443001 |560210|		2026/3	18.36
			019518	7502	3443001 |560200|		2026/3	4.25
			019518	4068	3443001 |560200|		2026/3	5.32
			019518	6935	3443001 |560200|		2026/3	9.55
			019518	20811	3443001 |560210|		2026/3	23.61
			019518	115	3443001 |560210|		2026/3	14.44
			019518	5W20BULK	3443001 |560210|		2026/3	18.36

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			019526	100255	3443001 |560200|		2026/3	4.25
			019526	20811	3443001 |560210|		2026/3	23.61
			019526	115	3443001 |560210|		2026/3	14.44
			019526	0W20BULK	3443001 |560210|		2026/3	30.80
			019202	F011688	3443001 |560190|		2026/3	130.11
			019206	7502	3443001 |560200|		2026/3	4.25
			019206	20811	3443001 |560210|		2026/3	23.61
			019206	115	3443001 |560210|		2026/3	14.44
			019206	5W20BULK	3443001 |560210|		2026/3	18.36
			019208	7502	3443001 |560200|		2026/3	4.25
			019208	20811	3443001 |560210|		2026/3	23.61
			019208	115	3443001 |560210|		2026/3	14.44
			019208	5W20BULK	3443001 |560210|		2026/3	18.36
			019209	F2GZ1A189A	3443001 |560190|		2026/3	74.33
			019450	7060	3443001 |560200|		2026/3	4.25
			019450	259000	3443001 |560200|		2026/3	30.03
			019450	2488	3443001 |560200|		2026/3	13.80
			019450	1255H11N	3443001 |560200|		2026/3	8.58
			019450	20811	3443001 |560210|		2026/3	23.61
			019450	115	3443001 |560210|		2026/3	14.44
			019450	5W30BULK	3443001 |560210|		2026/3	24.24
			019450	RTU1EXT	3443001 |560210|		2026/3	8.61
			019450	2413	3443001 |560230|		2026/3	6.12
			019456	230019	3443001 |560200|		2026/3	8.60
			019456	100050	3443001 |560200|		2026/3	4.55
			019456	6935	3443001 |560200|		2026/3	9.55
			019456	1255H11N	3443001 |560200|		2026/3	8.58
			019456	20811	3443001 |560210|		2026/3	23.61
			019456	115	3443001 |560210|		2026/3	14.44
			019456	5W30BULK	3443001 |560210|		2026/3	24.24
			019456	9080XXL	3443001 |560230|		2026/3	15.56
			019459	7502	3443001 |560200|		2026/3	8.50
			019459	5W20BULK	3443001 |560210|		2026/3	18.36
			019459	115	3443001 |560210|		2026/3	14.44
			019459	20811	3443001 |560210|		2026/3	47.22
			019469	6011G	3443001 |560200|		2026/3	8.32
			019469	7502	3443001 |560200|		2026/3	4.25
			019469	5W20BULK	3443001 |560210|		2026/3	18.36

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			019469	20811	3443001 |560210|		2026/3	23.61
			019469	115	3443001 |560210|		2026/3	14.44
			019472	100255	3443001 |560200|		2026/3	4.25
			019472	0W20BULK	3443001 |560210|		2026/3	30.80
			019472	20811	3443001 |560210|		2026/3	23.61
			019472	115	3443001 |560210|		2026/3	14.44
			019544	230266	3443001 |560200|		2026/3	10.91
			019544	7502	3443001 |560200|		2026/3	4.25
			019544	9883	3443001 |560200|		2026/3	12.73
			019544	20811	3443001 |560210|		2026/3	23.61
			019544	115	3443001 |560210|		2026/3	14.44
			019544	5W30BULK	3443001 |560210|		2026/3	24.24
			019554	MTP65HD	3443001 |560200|		2026/3	138.11
			019363	7502	3443001 |560200|		2026/3	4.25
			019363	20811	3443001 |560210|		2026/3	23.61
			019363	115	3443001 |560210|		2026/3	14.44
			019363	5W20BULK	3443001 |560210|		2026/3	18.36
			019364	100255	3443001 |560200|		2026/3	4.25
			019364	20811	3443001 |560210|		2026/3	23.61
			019364	115	3443001 |560210|		2026/3	14.44
			019364	0W20BULK	3443001 |560210|		2026/3	30.80
			019368	100255	3443001 |560200|		2026/3	4.25
			019368	20811	3443001 |560210|		2026/3	23.61
			019368	115	3443001 |560210|		2026/3	14.44
			019368	0W20BULK	3443001 |560210|		2026/3	30.80
			019376	FT8825	3443001 |560200|		2026/3	56.16
					Total For Check #	**332915**		**2,352.37**
09/25/2025	332916		019297	9005N	3443001 |560200|		2026/3	8.10
			019511	RTU1DEX	3443001 |560200|		2026/3	9.30
			019203	1DEX	3443001 |560210|		2026/3	12.44
			019205	7502	3443009 |560200|		2026/3	4.25
			019205	5W20BULK	3443009 |560210|		2026/3	24.48
			019460	100050	3443001 |560200|		2026/3	9.10
			019488	1DEX	3443001 |560210|		2026/3	12.44
			019358	84032	3443001 |560210|		2026/3	24.39
			019358	2413	3443001 |560230|		2026/3	6.12
					Total For Check #	**332916**		**110.62**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/25/2025	332922	98	OKLAHOMA NATURAL GAS CO	110008282 09152025	213245197 1100082 82 SEPT 15, 2025	3443001 |550240|		2026/3	175.86
				114838300 09152025	210157046 1148383 00 SEPT 15, 2025	3443001 |550240|		2026/3	170.60
						Total For Check # 332922			**346.46**
09/25/2025	332931	4804	RADIOTRONICS, INC.	297566	297566	3443001 |540550|		2026/3	210.00
						Total For Check # 332931			**210.00**
09/25/2025	332942	5152	SKYDIO INC	INV-114695	Drone for General PD Use	3443001 |570170|	2530120	2026/3	1,845.00
						Total For Check # 332942			**1,845.00**
09/25/2025	332945	4045	STEPHANIE BRADLEY	246	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/3	1,005.00
				245	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/3	870.00
						Total For Check # 332945			**1,875.00**
09/25/2025	332950	1089	TRANE COMPANY	315644394	315644394 09/09/2025	3443009 |540070|		2026/3	1,340.00
						Total For Check # 332950			**1,340.00**
09/25/2025	332952	3877	OLEN MASINGALE	2025-0240	Contract Lawn Services, PSC, Training,	3443001 |540070|		2026/3	5,500.00
						Total For Check # 332952			**5,500.00**
09/25/2025	332956	949	TULSA WINNELSON COMPANY	642989 01	BLANKET PO MISC. PLUMBING	3443001 |560180|		2026/3	104.48
						Total For Check # 332956			**104.48**
09/26/2025	332971	5529	ALISON LEINEN	9/26/2025	DEATH BENEFIT ARTICLE 36 FOP	3443001 |520260|		2026/3	20,000.00
						Total For Check # 332971			**20,000.00**
						Total For Fund 344			**367,011.15**
						Number of Invoices For Fund 344			**533**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332301	856	AMERICAN FIDELITY	173099	Payroll Run 1 - Warrant 250829	345 |218420|		2026/2	43.76
				173099	Payroll Run 1 - Warrant 250829	345 |218430|		2026/2	110.00
						Total For Check # 332301			**153.76**
09/11/2025	332302	4904	AMERITAS LIFE INSURANCE	173105	Payroll Run 1 - Warrant 250829	345 |218240|		2026/2	12.32
						Total For Check # 332302			**12.32**
09/11/2025	332306	5505	BRYCE LEIFHEIT	PARAMED25	SCHOOL REIMBURSEMENT - SP&SU	3453501 |530110|		2026/3	3,311.75
						Total For Check # 332306			**3,311.75**
09/11/2025	332309	4633	COLONIAL LIFE & ACCIDENT	173104	Payroll Run 1 - Warrant 250829	345 |218590|		2026/2	619.07
						Total For Check # 332309			**619.07**
09/11/2025	332310	2378	DALLAS DRISKELL	EMP 08162025	EMPLOYEE REIMBURSEMENT - AUG 16,	3453501 |560230|		2026/3	199.09
						Total For Check # 332310			**199.09**
09/11/2025	332313	1550	GENESIS HEALTH CLUBS	173102	Payroll Run 1 - Warrant 250829	345 |218150|		2026/2	351.52
						Total For Check # 332313			**351.52**
09/11/2025	332321	159	PRE-PAID LEGAL SERVICES,	173098	Payroll Run 1 - Warrant 250829	345 |218100|		2026/2	222.36
						Total For Check # 332321			**222.36**
09/11/2025	332324	4905	METROPOLITAN LIFE	173106	Payroll Run 1 - Warrant 250829	345 |218340|		2026/2	76.79
				173106	Payroll Run 1 - Warrant 250829	345 |218480|		2026/2	89.30
				173106	Payroll Run 1 - Warrant 250829	345 |218590|		2026/2	205.16
						Total For Check # 332324			**371.25**
09/11/2025	332372	1987	SURENCY LIFE & HEALTH INS.	173103	Payroll Run 1 - Warrant 250829	345 |218460|		2026/2	100.75
						Total For Check # 332372			**100.75**
09/11/2025	332376	4935	AMAZON.COM SALES INC	1JYX-4WXD-TLQV	UPS Batteries for Station 1	3453501 |560310|		2025/12	349.00
						Total For Check # 332376			**349.00**
09/11/2025	332383	5484	LITTLEFIELD OIL COMPANY,	IN-00019858-25	IN-00019858-25 JUNE 6, 2025	3453501 |560210|		2025/12	379.43
						Total For Check # 332383			**379.43**
09/11/2025	332388	1200	TRACE ANALYTICS, INC.	25-03809	Breathing Compressor Air sample kits	3453501 |560230|		2025/12	525.28
						Total For Check # 332388			**525.28**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332395	149	AMERICAN ELECTRIC	284-103-0-3 08262025	953-284-103-0-3 AUG 26, 2025	3453501 |550250|		2026/3	11,077.10
						Total For Check # 332395			**11,077.10**
09/11/2025	332396	4935	AMAZON.COM SALES INC	17RW-CK6F-J9C9	ITEM: Electronic Safe Lock Replacement	3453504 |560230|		2026/3	56.99
				1HKK-G9J6-9G37	Rescue boat parts	3453501 |560230|		2026/3	23.30
				1HKK-G9J6-9G37	Rescue boat parts	3453501 |560240|		2026/3	124.99
				11HK-MYHV-6YHT	ITEM: Henoyso 100 Pcs Fire Napkins 6.5	3453503 |560230|		2026/3	47.97
						Total For Check # 332396			**253.25**
09/11/2025	332399	5180	AMERICAN MEDICAL GAS	3576	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/3	333.00
						Total For Check # 332399			**333.00**
09/11/2025	332409	18	BOUND TREE MEDICAL	85899377	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/3	636.00
						Total For Check # 332409			**636.00**
09/11/2025	332419	996	CITY OF BROKEN ARROW	173100	Payroll Run 1 - Warrant 250829	345 |218180|		2026/2	395.83
				173100	Payroll Run 1 - Warrant 250829	345 |218360|		2026/2	3,164.53
						Total For Check # 332419			**3,560.36**
09/11/2025	332421	1391	CLEAN THE UNIFORM CO	52150826	52150826 AUG 22, 2025	3453501 |540330|		2026/3	12.50
				52150826	52150826 AUG 22, 2025	3453501 |560300|		2026/3	10.00
				52150339	52150339 AUG 20, 2025	3453501 |540330|		2026/3	24.85
				52150339	52150339 AUG 20, 2025	3453501 |560300|		2026/3	74.50
				52151449	52151449 AUG 27, 2025	3453501 |540330|		2026/3	42.01
				52151449	52151449 AUG 27, 2025	3453501 |560300|		2026/3	88.50
				52148145	CLEANING SUPPLIES FOR VARIOUS	3453501 |540330|		2026/3	24.85
				52148145	CLEANING SUPPLIES FOR VARIOUS	3453501 |560300|		2026/3	54.50
				52149241	CLEANING SUPPLIES FOR VARIOUS	3453501 |540330|		2026/3	42.01
				52149241	CLEANING SUPPLIES FOR VARIOUS	3453501 |560300|		2026/3	193.74
				52149713	CLEANING SUPPLIES FOR VARIOUS	3453501 |540330|		2026/3	38.38
				52149713	CLEANING SUPPLIES FOR VARIOUS	3453501 |560300|		2026/3	17.50
				52150338	CLEANING SUPPLIES RD RESOURCES	3453501 |540330|		2026/3	2.94
				52151448	CLEANING SUPPLIES FOR MULTIPLE	3453501 |540330|		2026/3	30.78
				52151448	CLEANING SUPPLIES FOR MULTIPLE	3453501 |560300|		2026/3	77.00
				52150829	CLEANING SUPPLIES FOR MULTIPLE	3453501 |540330|		2026/3	31.22
				52150829	CLEANING SUPPLIES FOR MULTIPLE	3453501 |560300|		2026/3	30.00
				52150833	CLEANING SUPPLIES FOR MULTIPLE	3453501 |540330|		2026/3	22.50

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				52150833	CLEANING SUPPLIES FOR MULTIPLE	3453501 |560300|		2026/3	10.00
				52151926	52151926 AUG 29, 2025	3453501 |540330|		2026/3	27.69
				52151926	52151926 AUG 29, 2025	3453501 |560300|		2026/3	52.00
				52151930	52151930 AUG 29, 2025	3453501 |540330|		2026/3	38.38
				52151930	52151930 AUG 29, 2025	3453501 |560300|		2026/3	37.50
				52151931	52151931AUG 29, 2025	3453501 |540330|		2026/3	39.06
				52151931	52151931AUG 29, 2025	3453501 |560300|		2026/3	10.00
						Total For Check #	**332421**		**1,032.41**
09/11/2025	332433	4957	DIGITECH COMPUTER LLC	618000611	618000611 AUG 29, 2025 JULY 2025	3453502 |540280|		2026/3	27,899.26
						Total For Check #	**332433**		**27,899.26**
09/11/2025	332442	5026	DALE GRAHAM	263	263 AUG 18, 2025	3453501 |540070|		2026/3	1,470.00
				259	259 AUG 12, 2025	3453501 |540070|		2026/3	200.00
				257	257 AUG 12, 2025	3453501 |540070|		2026/3	150.00
						Total For Check #	**332442**		**1,820.00**
09/11/2025	332446	1665	GREEN COUNTRY MEDICAL	17965	17965 SEPT 2, 2025	3453502 |530870|		2026/3	350.00
						Total For Check #	**332446**		**350.00**
09/11/2025	332454	2260	IMAGETREND INC	PS-INV118263	5568 SEPT 2, 2025	3453501 |540550|		2026/3	11,375.00
						Total For Check #	**332454**		**11,375.00**
09/11/2025	332457	4736	DUSTIN MANLY	10000911	10000911 SEPT 3 ,2025	3453501 |540070|		2026/3	350.00
						Total For Check #	**332457**		**350.00**
09/11/2025	332463	5131	KEVIN BEHE	13960	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	6.05
				13969	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	4.65
				13971	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	5.58
				13972	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	5.58
				13973	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	2.79
				13959	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	5.58
				14404	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	2.79
				14396	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	2.79
				14484	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	3.72
				14391	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	3.72
				14392	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	3.72
				14393	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	3.72

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14400	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	4.65
				14388	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	4.65
				14399	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	4.65
				14401	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	5.58
				14402	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	5.58
				14403	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	5.58
				14394	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	5.58
				14390	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	5.58
				14395	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	6.05
				14389	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	6.05
				13970	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	5.58
						Total For Check #	**332463**		**110.22**
09/11/2025	332469	1088	LIFE ASSIST INC	1632947	BLANKET PO FOR EMS	3453502 |560230|		2026/3	480.00
				1634134	BLANKET PO FOR EMS	3453502 |560230|		2026/3	139.29
				1633529	BLANKET PO FOR EMS	3453502 |560230|		2026/3	2,572.00
				1633697	BLANKET PO FOR EMS	3453502 |560230|		2026/3	287.95
						Total For Check #	**332469**		**3,479.24**
09/11/2025	332477	5300	MES I ACQUISITION INC	IN2325877	Nozzle Mounts	3453501 |560240|		2026/3	370.00
						Total For Check #	**332477**		**370.00**
09/11/2025	332480	1293	MODERN MARKETING	MMI164545	MMI164545 AUG 28, 2025	3453504 |560230|		2026/3	1,293.45
						Total For Check #	**332480**		**1,293.45**
09/11/2025	332483	2621	MYHEALTH ACCESS NETWORK	14648	14648 SEPT 1, 2025	3453502 |540550|		2026/3	420.00
						Total For Check #	**332483**		**420.00**
09/11/2025	332484	25	NAPA AUTO PARTS	19013	4902912	3453501 |560200|		2026/3	165.08
				19115	A1205M3029	3453501 |560200|		2026/3	110.42
				19074	V-2500 T-103559	3453501 |560200|		2026/3	99.59
				19074	V-2500 T-103559	3453501 |560200|		2026/3	92.24
				019084	HCHDM185	3453502 |560200|		2026/3	147.78
				019084		3453502 |560200|		2026/3	45.00
				018918	LC3Z19703G	3453502 |560200|		2026/3	573.73
				018918	LC3Z19703G	3453502 |560200|		2026/3	55.00
				018918	LC3Z8620J	3453502 |560200|		2026/3	316.77
				018921	GRP65	3453502 |560200|		2026/3	223.86

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				018921	GRP65	3453502 |560200|		2026/3	73.00
				018924	F244465DUEL	3453501 |560190|		2026/3	1,355.82
				018944	43764	3453501 |560200|		2026/3	80.20
				018944	SET424	3453501 |560200|		2026/3	253.32
				018944	SET423	3453501 |560200|		2026/3	442.06
						Total For Check # 332484			**4,033.87**
09/11/2025	332485			18978	2413	3453501 |560230|		2026/3	39.96
				18987		3453501 |560200|		2026/3	56.64
				18997	975	3453501 |560210|		2026/3	51.32
				19012	85080	3453501 |560230|		2026/3	18.37
				19103	4211	3453501 |560200|		2026/3	14.22
				19103	100255	3453501 |560200|		2026/3	4.25
				19103	0W20BULK	3453501 |560210|		2026/3	30.80
				19118	50220118501	3453501 |560200|		2026/3	41.61
				19118		3453501 |560200|		2026/3	25.00
				018929	GRP65	3453502 |560200|		2026/3	-73.00
				018959	595847007	3453501 |560200|		2026/3	19.98
				019149	78004	3453501 |560230|		2026/3	22.64
						Total For Check # 332485			**251.79**
09/11/2025	332486			019051	9080XL	3453501 |560230|		2026/3	16.67
				019064	17171N	3453501 |560200|		2026/3	1.34
				019141	560000	3453501 |560200|		2026/3	10.71
						Total For Check # 332486			**28.72**
09/11/2025	332498	4508	C A ASSETS LLC	28330	DOOR REPAIR & REMOTE	3453501 |540070|		2026/3	135.00
				28323	DOOR REPAIR & REMOTE	3453501 |540070|		2026/3	210.00
						Total For Check # 332498			**345.00**
09/11/2025	332502	2392	RAMP COMMUNICATIONS	250452	250452 AUG 20, 2025	3453501 |540290|		2026/3	304.00
						Total For Check # 332502			**304.00**
09/11/2025	332507	1229	SAINT FRANCIS HOSPITAL	08312025	MONTHLY PHYSICALS - AUGUST 2025	3453501 |530020|		2026/3	5,324.69
						Total For Check # 332507			**5,324.69**
09/11/2025	332513	834	SOFTWARE HOUSE	B20190363	Micrsoft Yearly ES SHI	3453501 |540550|		2026/3	61,887.60
						Total For Check # 332513			**61,887.60**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332522	4381	HOWMEDICA OSTEONICS	9210089329	BLANKET EMS SUPPLIES	3453502 |560230|		2026/3	739.00
						Total For Check # 332522			**739.00**
09/11/2025	332531	949	TULSA WINNELSON COMPANY	639162 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/3	52.24
				638236 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/3	77.75
						Total For Check # 332531			**129.99**
09/11/2025	332535	1324	ULINE	197468138	Isopropyl Alcohol for Fit Testing (Mask	3453501 |560230|		2026/3	75.14
						Total For Check # 332535			**75.14**
09/11/2025	332546	1095	WINDSTREAM HOLDINGS II LLC	101197624 09022025	101197624 SEPT 2, 2025 918-249-9750	3453501 |550220|		2026/3	72.40
				101197628 09022025	101197628 SEPT 2, 2025 918-355-8241	3453501 |550220|		2026/3	66.10
						Total For Check # 332546			**138.50**
09/18/2025	332550	18	BOUND TREE MEDICAL	85817325	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	182.00
						Total For Check # 332550			**182.00**
09/18/2025	332571	5230	ALVA ROOFING CO	25054	FIX ROOF LEAK AT PHYSICAL	3453501 |540070|		2026/3	2,837.00
						Total For Check # 332571			**2,837.00**
09/18/2025	332572	4935	AMAZON.COM SALES INC	1C7J-LQ4V-MC9C	ITEM: acer Wireless Mouse for Laptop,	3453504 |560030|		2026/3	9.98
				179M-WLCD-7LXY	ITEM: RESQME - 04.100.07 resqme The	3453502 |560230|		2026/3	196.08
				1YD4-VQVT-1RFW	ITEM: Tens Towels Pack of 4 Extra Large	3453501 |560230|		2026/3	101.85
				1KFQ-K4G4-3RL9	ITEM: Playing With Fire Supplier Part No:	3453501 |560280|		2026/3	18.00
				1QML-QGCK-74HJ	ITEM: Hamilton Beach Electric Automatic	3453501 |560230|		2026/3	176.16
				19XV-L9N1-4QXQ	ITEM: Dell MS700 Bluetooth Travel Mouse	3453501 |560230|		2026/3	43.99
				1HDW-YT1Y-4Y1D	ITEM: Lodge 17 Inch Pre-Seasoned Cast	3453501 |560230|		2026/3	104.89
				11WC-HP7P-MQ6D	ITEM: The Advantage: Why Organizational	3453501 |560280|		2026/3	115.68
				16Y1-RT74-F3DW	ITEM: PFI-102 2 Pack 130ml Matte Black	3453504 |560230|		2026/3	97.99
				1TL9-HHVK-XW6H	ITEM: PFI-102 2 Pack 130ml Matte Black	3453504 |560230|		2026/3	-97.99
				1KGM-3JGR-7GJK	cord reels	3453501 |560240|		2026/3	1,134.90
				11W6-T9WP-9MYV	ITEM: BIC Round Stic Xtra Life Ballpoint	3453504 |560030|		2026/3	36.71
				1LPL-WCYN-3C1M	Safety Vests, Printer Toner, water cooler	3453501 |560030|		2026/3	162.00
				1LPL-WCYN-3C1M	Safety Vests, Printer Toner, water cooler	3453501 |560230|		2026/3	521.70
				1MPH-KW99-TL3V	ITEM: Mini Pullback Fire Truck Toy Small	3453504 |560230|		2026/3	395.91
						Total For Check # 332572			**3,017.85**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/18/2025	332573			1DRV-XHVH-LNJC	Cables for Narcotic Safes	3453502 |560230|		2026/3	71.88
						Total For Check # 332573			**71.88**
09/18/2025	332580	661	ASSOCIATED PARTS & SUPPLY	315123	BLANKET PO FOR MISC. APPLIANCE	3453501 |560180|		2026/3	6.29
						Total For Check # 332580			**6.29**
09/18/2025	332590	18	BOUND TREE MEDICAL	85903282	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/3	3,081.30
						Total For Check # 332590			**3,081.30**
09/18/2025	332599	668	CHEMSEARCH	9168829	SOLUTION FOR GREASE TRAPS	3453501 |560180|		2026/3	396.40
						Total For Check # 332599			**396.40**
09/18/2025	332602	37	CINTAS CORPORATION	5290830701	BLANKET PO FOR ALL DEPARTMENT	3453501 |560230|		2026/3	288.31
						Total For Check # 332602			**288.31**
09/18/2025	332605	1391	CLEAN THE UNIFORM CO	52153039	CLEANING SUPPLIES FOR MULTIPLE	3453501 |540330|		2026/3	15.00
				52153039	CLEANING SUPPLIES FOR MULTIPLE	3453501 |560300|		2026/3	31.22
				52152550	CLEANING SUPPLIES FOR MULIPLE	3453501 |540330|		2026/3	133.74
				52152550	CLEANING SUPPLIES FOR MULIPLE	3453501 |560300|		2026/3	24.85
				52152549	CLEANING SUPPLIES FOR MULIPLE	3453501 |560300|		2026/3	2.94
				52153660	CLEANING SUPPLIES FOR MULIPLE	3453501 |540330|		2026/3	15.00
				52153660	CLEANING SUPPLIES FOR MULIPLE	3453501 |560300|		2026/3	30.78
				52153661	CLEANING SUPPLIES FOR MULIPLE	3453501 |540330|		2026/3	79.50
				52153661	CLEANING SUPPLIES FOR MULIPLE	3453501 |560300|		2026/3	42.01
						Total For Check # 332605			**375.04**
09/18/2025	332615	5121	DELTA FIRE & SAFETY INC.	INVTX25-5002	Gear Repair, multi	3453501 |540290|		2026/3	919.77
						Total For Check # 332615			**919.77**
09/18/2025	332621	3676	ENGINEERED EQUIPMENT INC	PTINV00062089	FILTERS FOR CITY FACILITIES	3453501 |560180|		2026/3	463.94
						Total For Check # 332621			**463.94**
09/18/2025	332636	798	HENRY SCHEIN INC	46070684	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/3	98.00
						Total For Check # 332636			**98.00**
09/18/2025	332642	4736	DUSTIN MANLY	10000934	10000934	3453501 |540070|		2026/3	279.00
				10000950	FIRE INSPECTIONS	3453501 |540070|		2026/3	413.50
				10000949	FIRE INSPECTIONS	3453501 |540070|		2026/3	431.50

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			10000948	FIRE INSPECTIONS	3453501 |540070|		2026/3	418.00
			10000947	FIRE INSPECTIONS	3453501 |540070|		2026/3	427.00
			10000946	FIRE INSPECTIONS	3453501 |540070|		2026/3	109.00
					Total For Check # 332642			**2,078.00**
09/18/2025	332645	3537 J & J BOWERS LAWN CARE	900825	MOWING OF TRAING CENTER	3453503 |540280|		2026/3	450.00
					Total For Check # 332645			**450.00**
09/18/2025	332648	5131 KEVIN BEHE	14475	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	4.65
			14476	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	4.65
			14478	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	4.65
			14477	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	4.65
			14468	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	3.72
			14466	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	7.44
			14467	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	3.72
			14471	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	4.65
			14470	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	3.72
			14472	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	6.05
			14473	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	6.05
			14474	CITY COUNCIL 07/14/25	3453501 |540070|		2026/3	4.65
					Total For Check # 332648			**58.60**
09/18/2025	332658	1088 LIFE ASSIST INC	1636268	BLANKET PO FOR EMS	3453502 |560230|		2026/3	1,395.20
			1636727	BLANKET PO FOR EMS	3453502 |560230|		2026/3	164.00
					Total For Check # 332658			**1,559.20**
09/18/2025	332660	4380 LOCK-DOC INC	090325-H11	BLANKET PO FOR LOCKS,KEYS, & ETC	3453501 |560180|		2026/3	661.58
					Total For Check # 332660			**661.58**
09/18/2025	332671	888 NAFECO	1368018	NRS Gloves/Helmet for st4 restock	3453501 |560110|		2026/3	279.17
					Total For Check # 332671			**279.17**
09/18/2025	332672	25 NAPA AUTO PARTS	019186	DM5011306A765	3453501 |560200|		2026/3	1,823.99
			019198	3434249	3453501 |560200|		2026/3	96.02
			019021	HANDTRSHB	3453502 |560200|		2026/3	56.70
			019021		3453502 |560200|		2026/3	17.97
			019023	SENS35	3453502 |560200|		2026/3	123.93
			019023		3453502 |560200|		2026/3	15.97

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				019250	735330	3453501 |560230|		2026/3	167.00
				019250	735320	3453501 |560230|		2026/3	101.00
				019250	735410	3453501 |560230|		2026/3	112.00
				019255	2230266	3453502 |560200|		2026/3	10.66
				019255	300458	3453502 |560200|		2026/3	49.89
				019255	7151	3453502 |560200|		2026/3	15.05
				019255	200905	3453502 |560200|		2026/3	20.38
				019255	15W40BULK	3453502 |560210|		2026/3	47.58
				019260	789DEF	3453501 |560210|		2026/3	1,022.12
				019269	6504926	3453501 |560200|		2026/3	216.74
				019269	6504925	3453501 |560200|		2026/3	216.74
				019278	7151	3453502 |560200|		2026/3	15.05
				019278	230266	3453502 |560200|		2026/3	10.91
				019278	200905	3453502 |560200|		2026/3	20.38
				019278	15W40BULK	3453502 |560210|		2026/3	47.58
				019293	735300	3453501 |560200|		2026/3	53.00
				019405	CLSP02	3453501 |560200|		2026/3	396.11
				019432	6011580002	3453501 |560200|		2026/3	3,626.80
				019432		3453501 |560200|		2026/3	24.78
				019445	F248426	3453502 |560190|		2026/3	422.44
						Total For Check #	**332672**		**8,730.79**
09/18/2025	332673			019188	90030BP	3453501 |560200|		2026/3	18.88
				019196	789DEF	3453501 |560210|		2026/3	22.22
				019267	06133	3453501 |560230|		2026/3	13.24
						Total For Check #	**332673**		**54.34**
09/18/2025	332680	96	OTA PIKEPASS CENTER	20250800106	20250800106 SEPT 1, 2025	3453501 |550030|		2026/3	490.78
				20250800106	20250800106 SEPT 1, 2025	3453502 |550030|		2026/3	456.84
				20250800106	20250800106 SEPT 1, 2025	3453501 |550030|		2026/3	-490.78
				20250800106	20250800106 SEPT 1, 2025	3453502 |550030|		2026/3	-456.84
						Total For Check #	**332680**		**0.00**
09/18/2025	332692	4508	C A ASSETS LLC	28362	PHOTOEYE REPLACEMENT STATION 5	3453501 |540070|		2026/3	419.00
						Total For Check #	**332692**		**419.00**
09/18/2025	332718	234	STOREY TOWING LLC	59675	59675 SEPT 8, 2025	3453501 |540200|		2026/3	174.00
				59704	59704	3453501 |540200|		2026/3	174.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 332718			**348.00**
09/18/2025	332719	4381	HOWMEDICA OSTEONICS	9210196987	Maintenance Agreement for 3 LifePak 15's	3453502 |540550|		2026/3	6,843.00
						Total For Check # 332719			**6,843.00**
09/18/2025	332722	1342	TELEFLEX LLC	9510526535	BLANKET PO EMS SUPPLIES	3453502 |560240|		2026/3	3,300.00
						Total For Check # 332722			**3,300.00**
09/18/2025	332743	897	WASTE MANAGEMENT QUARRY	2412483-1006-2	WASTE PICK AT TRAINING CENTER	3453503 |540330|		2026/3	1,111.05
						Total For Check # 332743			**1,111.05**
09/18/2025	332759	1872	KYLE BRICE	TRR SU2025	TUITION REIMBURSEMENT - SUMMER	3453501 |530110|		2026/3	1,200.00
						Total For Check # 332759			**1,200.00**
09/18/2025	332769	5434	TIMOTHY VESSELLS	EMP 09132025	EMPLOYEE REIMBURSEMENT - SEPT	3453501 |530110|		2026/3	300.00
						Total For Check # 332769			**300.00**
09/18/2025	332772	1231	AT&T MOBILITY LLC	19339297X08082025	287319339297X08082025 JULY 31,2025	3453501 |550540|		2026/3	1,435.28
				19339297X09082025	287319339297X09082025 AUG 31, 2025	3453501 |550540|		2026/3	1,763.28
				19339297X07082025	287319339297X07082025 JUNE 30, 2025	3453501 |550540|		2025/12	1,672.31
						Total For Check # 332772			**4,870.87**
09/25/2025	332777	2561	DUSTIN MALLOY	PDR 10052025	PER DIEM	3453504 |550030|		2026/3	340.00
						Total For Check # 332777			**340.00**
09/25/2025	332780	2374	JACOB HUGHES	TRR SP2025	TUITION REIMBURSEMENT SPRING 2025	3453501 |530110|		2026/3	319.50
				TRR SU2025	TUITION REIMBURSE 2025 SUMMER	3453501 |530110|		2026/3	1,200.00
						Total For Check # 332780			**1,519.50**
09/25/2025	332835	2114	WILLIAM WILD	PDR 10052025	PER DIEM	3453504 |550030|		2026/3	340.00
						Total For Check # 332835			**340.00**
09/25/2025	332842	4935	AMAZON.COM SALES INC	1K4G-94VG-7VFL	ITEM: WoddIffy Ergonomic Mouse	3453504 |560030|		2026/3	17.90
				17XY-CV73-1WN6	ITEM: WoddIffy Ergonomic Mouse	3453504 |560030|		2026/3	-17.90
						Total For Check # 332842			**0.00**
09/25/2025	332844	5180	AMERICAN MEDICAL GAS	3602	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/3	143.00
						Total For Check # 332844			**143.00**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/25/2025	332856	18	BOUND TREE MEDICAL	85912712	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/3	9,036.22
				85914478	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/3	3.24
				85914479	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/3	262.00
						Total For Check # 332856			**9,301.46**
09/25/2025	332865	29	CASCO INDUSTRIES INC	276255	Structure boot replacement	3453501 |560110|		2026/3	525.00
				276254	Flashlights for E5 and 1 suspender	3453501 |560110|		2026/3	55.57
				276254	Flashlights for E5 and 1 suspender	3453501 |560240|		2026/3	1,075.43
						Total For Check # 332865			**1,656.00**
09/25/2025	332871	1391	CLEAN THE UNIFORM CO	52154142	52154142 09/12/2025	3453501 |540330|		2026/3	38.72
				52154142	52154142 09/12/2025	3453501 |560300|		2026/3	151.00
				52154137	52154137 09/12/2025	3453501 |540330|		2026/3	27.69
				52154137	52154137 09/12/2025	3453501 |560300|		2026/3	72.00
				52154764	52154764 09/17/2025	3453501 |540330|		2026/3	17.35
				52154764	52154764 09/17/2025	3453501 |560300|		2026/3	104.00
				52154141	52154141 09/12/2025	3453501 |540330|		2026/3	38.38
				52154141	52154141 09/12/2025	3453501 |560300|		2026/3	216.74
				52154763	52154763 09/17/2025	3453501 |540330|		2026/3	2.94
						Total For Check # 332871			**668.82**
09/25/2025	332885	1231	AT&T MOBILITY LLC	19128175X09082025	287319128175X09082025 AUG 31, 2025	3453501 |550220|		2026/3	128.44
				19128175X09082025	287319128175X09082025 AUG 31, 2025	3453502 |550220|		2026/3	19.41
				19128175X09082025	287319128175X09082025 AUG 31, 2025	3453501 |550540|		2026/3	2,482.71
				19128175X09082025	287319128175X09082025 AUG 31, 2025	3453502 |550540|		2026/3	649.20
						Total For Check # 332885			**3,279.76**
09/25/2025	332886	1912	FIRST RESPONDER SUPPORT	1558	INV# 1558 09/15/2025	3453501 |530870|		2026/3	5,820.00
						Total For Check # 332886			**5,820.00**
09/25/2025	332897	4978	HIPOWER SYSTEMS	2025-163	2025-163 08/20/2025	3453501 |540070|		2026/3	840.00
						Total For Check # 332897			**840.00**
09/25/2025	332900	1582	IMPERIAL LLC	2870:8746679	PO FOR COFFEE PURCHASES	3453501 |560230|		2026/3	132.35
						Total For Check # 332900			**132.35**
09/25/2025	332902	3537	J & J BOWERS LAWN CARE	91425	INV# 91425 09/14/2025	3453503 |540280|		2026/3	450.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 332902			**450.00**
09/25/2025	332908	1088	LIFE ASSIST INC	1638253	BLANKET PO FOR EMS	3453502 |560230|		2026/3	194.84
						Total For Check # 332908			**194.84**
09/25/2025	332909	614	LIGHTING INC/BROKEN ARROW	S3397103.001	BLANKET PO FOR MISC. LIGHTING	3453501 |560180|		2026/3	41.36
						Total For Check # 332909			**41.36**
09/25/2025	332913	746	MTM RECOGNITION	6256835	6256835 09/10/2025	3453501 |560100|		2026/3	279.16
						Total For Check # 332913			**279.16**
09/25/2025	332914	25	NAPA AUTO PARTS	019316	F000184	3453502 |560190|		2026/3	686.32
				019334	1748XD	3453501 |560200|		2026/3	33.89
				019334	FS1098	3453501 |560200|		2026/3	53.44
				019334	600564	3453501 |560200|		2026/3	34.14
				019334	15W40BULK	3453501 |560210|		2026/3	95.16
				019338	HLPS137	3453502 |560200|		2026/3	216.09
				019346	WCCTL5	3453501 |560200|		2026/3	310.00
				019346	WSA315U	3453501 |560200|		2026/3	244.44
				019346		3453501 |560200|		2026/3	25.00
				019217	MTP48H6	3453501 |560200|		2026/3	276.22
				019217	MTP48H6	3453501 |560200|		2026/3	30.00
				019230	2638886	3453501 |560200|		2026/3	272.59
				019230	8203440100	3453501 |560200|		2026/3	0.26
				019230	2106177	3453501 |560200|		2026/3	31.60
				019230		3453501 |560200|		2026/3	30.55
				019240	TOYO562050	3453502 |560190|		2026/3	391.11
				019240	F248426	3453502 |560190|		2026/3	422.44
				019461	200905	3453502 |560200|		2026/3	20.38
				019461	7151	3453502 |560200|		2026/3	15.05
				019461	300458	3453502 |560200|		2026/3	49.89
				019461	2230266	3453502 |560200|		2026/3	21.32
				019461	15W40BULK	3453502 |560210|		2026/3	54.90
				019467	W795H	3453501 |560200|		2026/3	3,311.12
				019467		3453501 |560200|		2026/3	90.00
				019476	5550060	3453501 |560200|		2026/3	276.00
				019486	4725001200	3453501 |560200|		2026/3	745.54
				019555	2022705	3453501 |560200|		2026/3	91.86

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			019555	2697782	3453501 |560200|		2026/3	676.18
			019555		3453501 |560200|		2026/3	20.82
			019623	F244465DUEL	3453501 |560190|		2026/3	1,352.66
			019629	40MDUL	3453502 |560200|		2026/3	630.00
			019629		3453502 |560200|		2026/3	33.88
			019630	40MDUL	3453502 |560200|		2026/3	630.00
			019359	31MHD	3453501 |560200|		2026/3	519.84
			019382	230266	3453502 |560200|		2026/3	10.91
			019382	7151	3453502 |560200|		2026/3	15.05
			019382	300458	3453502 |560200|		2026/3	49.89
			019382	200905	3453502 |560200|		2026/3	20.38
			019382	15W40BULK	3453502 |560210|		2026/3	54.90
					Total For Check # 332914			**11,843.82**
09/25/2025	332915		019298	7151	3453501 |560200|		2026/3	15.05
			019298	600737	3453501 |560200|		2026/3	63.17
			019298	9902	3453501 |560200|		2026/3	22.49
			019298	15W40BULK	3453501 |560210|		2026/3	47.58
			019332	A1205M3029	3453501 |560200|		2026/3	138.88
			019335	29558329	3453501 |560200|		2026/3	125.87
			019335	HDATFBULK	3453501 |560210|		2026/3	5.18
			019200	1372	3453501 |560200|		2026/3	4.25
			019200	3296	3453501 |560200|		2026/3	7.42
			019200	6418	3453501 |560200|		2026/3	13.61
			019200	60221B	3453501 |560200|		2026/3	20.76
			019200	5W20BULK	3453501 |560210|		2026/3	18.36
			019200	2413	3453501 |560230|		2026/3	6.66
			019201	702282	3453501 |560200|		2026/3	8.72
			019201	3011	3453501 |560200|		2026/3	2.26
			019201	2359	3453501 |560200|		2026/3	12.47
			019201	1348	3453501 |560200|		2026/3	4.25
			019201	7023571	3453501 |560200|		2026/3	2.96
			019201	75110	3453501 |560210|		2026/3	3.72
			019204	HDRTU1GAL	3453501 |560210|		2026/3	51.48
			019207	4055445C1	3453501 |560200|		2026/3	63.31
			019220	7151	3453502 |560200|		2026/3	15.05
			019220	300458	3453502 |560200|		2026/3	49.89
			019220	230266	3453502 |560200|		2026/3	10.91

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				019220	200905	3453502 |560200|		2026/3	20.38
				019220	15W40BULK	3453502 |560210|		2026/3	47.58
				019451		3453501 |560200|		2026/3	85.00
				019543	100255	3453501 |560200|		2026/3	4.25
				019543	ECR2450BP	3453501 |560200|		2026/3	4.60
				019543	0W20BULK	3453501 |560210|		2026/3	30.80
				019562	GAL485048	3453501 |560190|		2026/3	76.11
				019564	VT10475	3453501 |560200|		2026/3	79.68
				019620	169PMT488	3453501 |560200|		2026/3	53.35
				019631	6403	3453502 |560230|		2026/3	38.89
						Total For Check #	**332915**		**1,154.94**
09/25/2025	332916			019222	NT2606	3453501 |560200|		2026/3	17.50
				019223	640600	3453501 |560200|		2026/3	9.38
				019548	9080XL	3453501 |560230|		2026/3	15.56
				019627	8253251	3453502 |560200|		2026/3	30.76
				019403	S769PMT108	3453501 |560200|		2026/3	13.56
						Total For Check #	**332916**		**86.76**
09/25/2025	332917			019213	7035	3453501 |560200|		2026/3	8.25
				019213	75110	3453501 |560200|		2026/3	-3.72
				019213	1348	3453501 |560200|		2026/3	-4.25
				019213	7023571	3453501 |560200|		2026/3	-2.96
						Total For Check #	**332917**		**-2.68**
09/25/2025	332920	4349	OKIE PACKAGING &	319393	BLANKET ORDER FOR BLANKET PO	3453502 |560230|		2026/3	1,757.51
						Total For Check #	**332920**		**1,757.51**
09/25/2025	332922	98	OKLAHOMA NATURAL GAS CO	262815273 09152025	213659281 2628152 73 SEPT 15, 2025	3453501 |550240|		2026/3	227.57
						Total For Check #	**332922**		**227.57**
09/25/2025	332923	254	OKLAHOMA STATE	CHF-25497	INV# CHF-25497 09/15/2025	3453501 |530850|		2026/3	440.00
						Total For Check #	**332923**		**440.00**
09/25/2025	332925	4505	ON CALL SERVICES AND	90807	90807 07/06/2025	3453503 |540330|		2026/3	79.52
				91864	91864 07/14/2025	3453503 |540330|		2026/3	159.03
				92578	92578 07/21/2025	3453503 |540330|		2026/3	52.50
				93668	93668 07/31/2025	3453503 |540330|		2026/3	79.52

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 332925			**370.57**
09/25/2025	332926	5421	OUTDOOR HOME SERVICES	213894328	LAWN TREATMENT SERVICES FOR FIRE-	3453501 |540280|		2026/3	864.00
						Total For Check # 332926			**864.00**
09/25/2025	332933	3421	RJ KOOL INC	INV26683	INV26683 08/29/2025	3453501 |540290|		2026/3	439.73
						Total For Check # 332933			**439.73**
09/25/2025	332935	201	ROYAL PRINTING	66875	66875 09/17/2025	3453502 |550360|		2026/3	146.00
						Total For Check # 332935			**146.00**
09/25/2025	332955	5464	GLENDA G. WALLACE	01	INV# 01 08/08/2025	3453501 |540290|		2026/3	120.00
						Total For Check # 332955			**120.00**
09/25/2025	332964	897	WASTE MANAGEMENT QUARRY	2409323-1006-5	240933-1006-5 08/01/2025 22-38445-	3453503 |540330|		2026/2	735.25
						Total For Check # 332964			**735.25**
09/25/2025	332967	1095	WINDSTREAM HOLDINGS II LLC	101198864 09222025	101198864 SEPT 22, 2025 918-355-3921	3453501 |550220|		2026/3	71.33
				101198949 09222025	101198949 SEPT 22, 2025 918-355-8237	3453501 |550220|		2026/3	70.23
						Total For Check # 332967			**141.56**
09/25/2025	332968	5460	WITMER PUBLIC SAFETY	INV649387	INV649387 03/18/2025	3453501 |560230|		2026/3	149.78
				INV661498	INV661498 04/08/2025	3453501 |560230|		2026/3	53.85
						Total For Check # 332968			**203.63**
						Total For Fund 345			**231,749.46**
						Number of Invoices For Fund 345			**359**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/25/2025	332921	49	OKLAHOMA DEPT OF PUBLIC	LET-020441	LET-020441 09/16/2025	3461800 |540550|		2026/3	200.00
						Total For Check # 332921			**200.00**
						Total For Fund 346			**200.00**
						Number of Invoices For Fund 346			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/18/2025	332587	692	BKL INC.	828-22	Innovation District 2352100	3481700 |570170|	2317150	2026/3	7,562.03
						Total For Check # 332587			**7,562.03**
09/18/2025	332601	1436	CHEROKEE PRIDE CONST. INC.	PA FINAL ST1413	37th St Pavement Reconst - ST1413	3481700 |570150|	ST1413	2026/3	88,242.99
						Total For Check # 332601			**88,242.99**
						Total For Fund 348			**95,805.02**
						Number of Invoices For Fund 348			**2**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332509	3216 SCISSOR TAIL CONSTRUCTION,	PA 2 191711	Prj 191711-Renovation of EMS Bldg	5921700 |570150|	191711	2026/3	41,299.48
					Total For Check # 332509			**41,299.48**
09/11/2025	332510	1263 SELSER SCHAEFER	2507733	Public Safety Complex II 191711	5921700 |570160|	191711	2026/3	2,000.00
					Total For Check # 332510			**2,000.00**
09/25/2025	332912	5348 MONTE R. LEE AND COMPANY	0725739	Radio Tower PN 191793	5921700 |570180|	191713	2026/3	93.75
					Total For Check # 332912			**93.75**
					Total For Fund 592			**43,393.23**
					Number of Invoices For Fund 592			**3**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332304	5499	BILLY W. HUTCHESON	ST21390	PARCEL 19.0 ACQUISTION B. W. AND D.	5935300 |570080|	ST21390	2026/3	6,660.00
						Total For Check # 332304			**6,660.00**
09/11/2025	332317	5501	JOSE GODINEZ	ST23280	ST23280 PARCEL 25.0 ROW	5935300 |570080|	ST23280	2026/3	68,380.00
						Total For Check # 332317			**68,380.00**
09/11/2025	332370	5502	PAUL TUCKER	ST23280	ST23280 PARCEL 31 ROW ACQUISITION	5935300 |570080|	ST23280	2026/3	40,500.00
						Total For Check # 332370			**40,500.00**
09/11/2025	332374	5500	WALTER WASHINGTON	ST21390	ST21390 PARCEL 6.0 ACQUISITION	5935300 |570080|	ST21390	2026/3	7,980.00
						Total For Check # 332374			**7,980.00**
09/11/2025	332387	5480	STV INCORPORATED	COBA2000129.00-16	110414	5935300 |570160|	ST2029	2025/12	47,657.34
						Total For Check # 332387			**47,657.34**
09/11/2025	332389	591	UNION PACIFIC RAILROAD	90148472	ST2027 UPRR agreement	5935300 |570160|	ST2027	2025/12	8,335.07
				90148748	UPRR Reimbursement Agreement	5935300 |570160|	ST23230	2025/12	7,291.79
						Total For Check # 332389			**15,626.86**
09/11/2025	332424	5323	COLUMN SOFTWARE PBC	B6BD5005-0229	LEGAL ADVERTISEMENTS FOR SEPT	5935300 |570150|	ST1933	2026/3	342.77
				B6BD5005-0225	LEGAL ADVERTISEMENTS FOR SEPT	5931700 |570150|	2317210	2026/3	361.34
				B6BD5005-0219	LEGAL ADVERTISEMENTS FOR SEPT	5935305 |570160|	SW25080	2026/3	325.32
						Total For Check # 332424			**1,029.43**
09/11/2025	332465	2004	KIMLEY-HORN & ASSOCIATES	061292304-0725	2552170 Transportation planning support	5935300 |570160|	2552170	2026/3	28,200.00
						Total For Check # 332465			**28,200.00**
09/11/2025	332500	1043	PROFESSIONAL ENGINEERING	535394	Nienhuis Turf 2460360	5936000 |570160|	2460360	2026/3	1,200.00
						Total For Check # 332500			**1,200.00**
09/11/2025	332509	3216	SCISSOR TAIL CONSTRUCTION,	PA 2 191711	Prj 191711-Renovation of EMS Bldg	5931700 |570150|	191711	2026/3	7,235.07
						Total For Check # 332509			**7,235.07**
09/11/2025	332510	1263	SELSER SCHAEFER	2507734	Jail Expansion Renovation Prof Agreement	5933008 |570160|	203019	2026/3	30,610.90
				2507735	Operations Center Admin Building 2317210	5931700 |570160|	2317210	2026/3	5,305.00
						Total For Check # 332510			**35,915.90**
09/18/2025	332573	4935	AMAZON.COM SALES INC	1HRK-LYXX-GRVJ	UPS for data rack @ Field Ops	5931700 |570150|	2217090	2026/3	1,239.99

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 332573			**1,239.99**
09/18/2025	332587	692	BKL INC.	828-22	Innovation District 2352100	5935300 |570150|	ST22290	2026/3	10,540.07
						Total For Check # 332587			**10,540.07**
09/18/2025	332601	1436	CHEROKEE PRIDE CONST. INC.	PA FINAL ST1413	37th St Pavement Reconst - ST1413	5935300 |570150|	ST1413	2026/3	166,556.36
						Total For Check # 332601			**166,556.36**
09/18/2025	332650	2004	KIMLEY-HORN & ASSOCIATES	064598219-0725A	ST35310 Carriage Crossing Rehab	5935300 |570160|	ST25310	2026/3	577.50
						Total For Check # 332650			**577.50**
09/18/2025	332687	320	POE AND ASSOCIATES	15786	110033	5935300 |570150|	ST2028	2026/3	430.00
				15784	PJ# ST24200 - BRENT STOUT	5935300 |570160|	ST24200	2026/3	6,457.50
						Total For Check # 332687			**6,887.50**
09/18/2025	332733	2487	TYLER TECHNOLOGIES INC	045-535512	107303	5931700 |570170|	191721	2026/3	740.00
						Total For Check # 332733			**740.00**
09/25/2025	332778	5523	FRANCISCA VELAZQUEZ	ST21390	ST21390 PARCEL 5 ROW ACQUISITION	5935300 |570080|	ST21390	2026/3	12,960.00
						Total For Check # 332778			**12,960.00**
09/25/2025	332836	1360	A & A ASPHALT INC.	4685	4685	5935300 |570150|	ST26210	2026/3	15,599.10
						Total For Check # 332836			**15,599.10**
09/25/2025	332850	372	BECCO CONTRACTORS INC	PA 12 ST2028	ST2028 - Houston - Garnett to Olive	5935300 |570150|	ST2028	2026/3	236,710.99
						Total For Check # 332850			**236,710.99**
09/25/2025	332869	5347	CJC ARCHITECTS, INC.	2025-109	Admin Building-2517170	5931700 |570150|	2517170	2026/3	14,553.00
						Total For Check # 332869			**14,553.00**
09/25/2025	332892	5010	GOBER CONSTRUCTION LLC	PA 2 SW21020	SW21020 - Natchez & 8th Culvert	5935305 |570150|	SW21020	2026/3	62,009.35
						Total For Check # 332892			**62,009.35**
09/25/2025	332918	5247	NEXLEVEL REDI MIX LLC	4566	Blanket PO for Concrete	5935300 |570150|	ST26230	2026/3	500.50
				4259	Blanket PO for Concrete	5935300 |570150|	ST26230	2026/3	310.00
				4662	Blanket PO for Concrete	5935300 |570150|	ST26230	2026/3	214.50
				4724	Blanket PO for Concrete	5935300 |570150|	ST26220	2026/3	500.50
				4682	Blanket PO for Concrete	5935300 |570150|	ST26220	2026/3	858.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					Total For Check #	**332918**			**2,383.50**
09/25/2025	332927	1321	PARAGON CONTRACTORS, LLC	PA 1 ST2031	Jasper & Aspen Intersection Improvements	5935300 |570150|	ST2031	2026/3	58,811.70
					Total For Check #	**332927**			**58,811.70**
09/25/2025	332939	969	SHERWOOD CONSTRUCTION	285316	BACKUP BLANKET PO FOR ASHPALT	5935300 |570150|	ST26220	2026/3	743.41
				285316	BACKUP BLANKET PO FOR ASHPALT	5935300 |570150|	ST26230	2026/3	3,348.69
					Total For Check #	**332939**			**4,092.10**
09/25/2025	332959	1496	TWIN CITIES READY MIX INC	309635	BLANKET PO FOR MISC	5935300 |570150|	ST26230	2026/3	222.00
				309488	BLANKET PO FOR MISC	5935300 |570150|	ST26230	2026/3	370.00
				309274	BLANKET PO FOR MISC	5935300 |570150|	ST26230	2026/3	1,184.00
				309159	BLANKET PO FOR MISC	5935300 |570150|	ST26230	2026/3	1,600.00
					Total For Check #	**332959**			**3,376.00**
					Total For Fund	**593**			**857,421.76**
					Number of Invoices For Fund	**593**			**39**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332534	2517 TWO OAKS INVESTMENT	5568	5568 SEPT 2, 2025	6601700 |530870|		2026/3	6,666.67
					Total For Check # 332534			**6,666.67**
09/11/2025	332547	2518 WORKER'S COMPENSATION	AUG 28, 2025	AUG 28, 2025 PAYMENT SUMMARY	6601700 |530870|		2026/3	6.00
			AUG 28, 2025	AUG 28, 2025 PAYMENT SUMMARY	6601700 |530880|		2026/3	11,009.82
			AUG 28, 2025	AUG 28, 2025 PAYMENT SUMMARY	6601700 |530880|		2026/3	-393.37
			AUG 28, 2025	AUG 28, 2025 PAYMENT SUMMARY	6601700 |550900|		2026/3	843.29
			SEPT 4, 2025	SEPT 4, 2025 PAYMENT SUMMARY	6601700 |530080|		2026/3	140.00
			SEPT 4, 2025	SEPT 4, 2025 PAYMENT SUMMARY	6601700 |530870|		2026/3	16.00
			SEPT 4, 2025	SEPT 4, 2025 PAYMENT SUMMARY	6601700 |530880|		2026/3	3,863.43
			SEPT 4, 2025	SEPT 4, 2025 PAYMENT SUMMARY	6601700 |550900|		2026/3	26,273.92
					Total For Check # 332547			**41,759.09**
09/25/2025	332969		SEPTEMBER 11, 2025	SEPTEMBER 11, 2025 PAYMENT	6601700 |530080|		2026/3	560.00
			SEPTEMBER 11, 2025	SEPTEMBER 11, 2025 PAYMENT	6601700 |530870|		2026/3	8.00
			SEPTEMBER 11, 2025	SEPTEMBER 11, 2025 PAYMENT	6601700 |530880|		2026/3	6,926.51
			SEPTEMBER 11, 2025	SEPTEMBER 11, 2025 PAYMENT	6601700 |550900|		2026/3	843.29
			SEPTEMBER 18, 2025	SEPTEMBER 18, 2025 PAYMENT	6601700 |530080|		2026/3	4,164.50
			SEPTEMBER 18, 2025	SEPTEMBER 18, 2025 PAYMENT	6601700 |530870|		2026/3	51.14
			SEPTEMBER 18, 2025	SEPTEMBER 18, 2025 PAYMENT	6601700 |530880|		2026/3	27,827.80
			SEPTEMBER 18, 2025	SEPTEMBER 18, 2025 PAYMENT	6601700 |550900|		2026/3	843.29
					Total For Check # 332969			**41,224.53**
					Total For Fund 660			**89,650.29**
					Number of Invoices For Fund 660			**17**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332302	4904	AMERITAS LIFE INSURANCE	173105	Payroll Run 1 - Warrant 250829	6611700 |530890|		2026/2	25.24
				173105	Payroll Run 1 - Warrant 250829	6611700 |530890|		2026/2	16.36
				173105	Payroll Run 1 - Warrant 250829	6611700 |530890|		2026/2	25.24
						Total For Check # 332302			**66.84**
09/11/2025	332303			AUG 2025	DENTAL 010-302115 AUG 2025	6611700 |530890|		2026/3	2,894.08
						Total For Check # 332303			**2,894.08**
09/11/2025	332313	1550	GENESIS HEALTH CLUBS	173102	Payroll Run 1 - Warrant 250829	6611700 |530890|		2026/2	27.04
						Total For Check # 332313			**27.04**
09/11/2025	332321	159	PRE-PAID LEGAL SERVICES,	173098	Payroll Run 1 - Warrant 250829	6611700 |530890|		2026/2	24.90
						Total For Check # 332321			**24.90**
09/11/2025	332324	4905	METROPOLITAN LIFE	173106	Payroll Run 1 - Warrant 250829	6611700 |530890|		2026/2	8,718.11
				173106	Payroll Run 1 - Warrant 250829	6611700 |530890|		2026/2	16.13
						Total For Check # 332324			**8,734.24**
09/11/2025	332372	1987	SURENCY LIFE & HEALTH INS.	173103	Payroll Run 1 - Warrant 250829	6611700 |530890|		2026/2	3.25
						Total For Check # 332372			**3.25**
09/11/2025	332493	4223	PERSONIFY HEALTH	AUG 2025	ADMINISTRATION FEES AUGUST 2025	6611700 |530870|		2026/3	118,482.90
						Total For Check # 332493			**118,482.90**
						Total For Fund 661			**130,233.25**
						Number of Invoices For Fund 661			**10**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332332	999905	OTP - TORT CLAIMS	TRT1705.2025	SETTLEMENT FOR SEWER BACKUP	770 |130102|		2026/3	120,000.00
						Total For Check # 332332			**120,000.00**
						Total For Fund 770			**120,000.00**
						Number of Invoices For Fund 770			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
09/11/2025	332308	183	CLEET	AUG 2025	TOWN & MUNICIAP COURT REPOT FOR	882 |290305|		2026/3	2,926.34
						Total For Check # 332308			**2,926.34**
09/11/2025	332326	835	STATE OF OKLAHOMA	AUG 2025	MUNICIPAL COURT REPORT AUG 2025	882 |290305|		2026/3	5,746.66
						Total For Check # 332326			**5,746.66**
09/11/2025	332330	999907	OTP - COURT REFUNDS	0000742		882 |201020|		2026/3	110.00
						Total For Check # 332330			**110.00**
09/11/2025	332331			0000741		882 |201020|		2026/3	368.00
						Total For Check # 332331			**368.00**
09/18/2025	332764			0000758		882 |201020|		2026/3	170.00
						Total For Check # 332764			**170.00**
09/18/2025	332765			0000757		882 |201020|		2026/3	300.00
						Total For Check # 332765			**300.00**
09/18/2025	332766			0000760		882 |201020|		2026/3	250.00
						Total For Check # 332766			**250.00**
09/18/2025	332767			0000759		882 |201020|		2026/3	70.00
						Total For Check # 332767			**70.00**
09/25/2025	332828			0000761		882 |201020|		2026/3	120.00
						Total For Check # 332828			**120.00**
						Total For Fund 882			**10,061.00**
						Number of Invoices For Fund 882			**9**

City of Broken Arrow

Request for Action

File #: 25-1394, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Presentation, discussion, and appointment of and swearing in of the Youth City Council members for the school year 2025-2026

Background:
2025 marks the 24th year of the City of Broken Arrow Youth City Council, established in June of 2001 by former Mayor Wade McCaleb. The Youth City Council represents an effort to link today's leaders with tomorrow's leaders.

Councilors Johnnie Parks and Justin Green are this year's Youth City Council program sponsors for the 2025-2026 school year. This year we are welcoming six (6) sophomores into the program. The sophomores will serve a three-year term. The Youth City Council members recommended for appointment during the 2025-2026 school year are as follows:

Lindsey Cunningham

Alexis Foster

Kynlee Lang

Reid Makin

Clara Nantz

Pranav Reddy

Cost: $0
Funding Source: N/A
Requested By: City Manager's Office
Approved By: City Manager's Office
Attachments: Youth City Council Oath of Office

Recommendation:
Appoint and swear in the Youth City Council members for the 2025-2026 school Year

OATH OF OFFICE

I, _____, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States and the Constitution of the State of Oklahoma; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law; I further swear (or affirm) that I will faithfully discharge the duties as a member of the Broken Arrow Youth City Council for the City of Broken Arrow to the best of my ability.

Dated this the 7th day of October 2025.

_____

Signature

City of Broken Arrow

Request for Action

File #: 25-1401, **Version:** 1

Broken Arrow City Council
Meeting of: 10/07/2025

Title:
Approval of and authorization for the Mayor to execute a proclamation declaring the month of October 2025 as "Manufacturing Month"

Background:
The Mayor of the City of Broken Arrow, Oklahoma, hereby proclaims the month of October 2025 as "Manufacturing Month".

Cost: None
Funding Source: N/A
Requested By: Debra Wimpee, Mayor
Approved By: City Manager's Office
Attachments: Proclamation of Manufacturing Month in Broken Arrow

Recommendation:
Approve and authorize the Mayor to execute a proclamation declaring the month of October 2025 as "Manufacturing Month"

BROKEN ARROW

Where opportunity lives

PROCLAMATION

WHEREAS, The City of Broken Arrow, Oklahoma is promoting Manufacturing Month in October of 2025; and

WHEREAS, Manufacturing Month was developed to improve public perception of manufacturing and is supported by thousands of manufacturers as they host students, teachers, parents, job seekers and other local community members at open houses designed to showcase modern manufacturing technology and careers nationwide; and

WHEREAS, it is a national celebration of modern manufacturing designed to inspire the next generation on how they can make a difference through manufacturing and give guidance on how to take the first steps in starting a career in modern manufacturing, effectively communicate that manufacturers need the next generation, show students, parents, and educators the opportunity, creativity, possibility, and accomplishment that come with a career in manufacturing; and

WHEREAS, the City of Broken Arrow ranks third in the state of Oklahoma for manufacturing; and

WHEREAS, more than 300 local manufacturers operate within the City of Broken Arrow; and

WHEREAS, modern advanced manufacturing relies on clean, well-lit, and climate- controlled environments; provides competitive benefits to every employee including healthcare and retirement plans; and thereby makes manufacturing a worthwhile career choice for all residents; and

WHEREAS, the City of Broken Arrow, Oklahoma supports and joins in this national and state effort to help America's manufacturers do what they do best - grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, BE IT RESOLVED, I, Debra Wimpee, Mayor of the City of Broken Arrow, Oklahoma, on behalf of the Broken Arrow City Council and residents, do hereby proclaim October of 2025 as

"Manufacturing Month"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of the City of Broken Arrow, Oklahoma to be affixed this 7th day of October 2025.

_____

Debra Wimpee, Mayor
City of Broken Arrow, Oklahoma

City of Broken Arrow

Request for Action

File #: 25-277, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

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 #: 25-1338, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Consideration, discussion, and possible approval of and authorization to award the lowest responsible bid to Myers-Cherry Construction, LLC, and approve and authorize execution of construction contract for Operations Center Administration Building Project (Project No. 2317210)

Background:
Throughout 2022, a space needs assessment study was performed on departments across the city government to determine the best utilization of facility resources for the growing work force. This renovation project is based on those findings, combining the administration of the Utilities department with Streets and Stormwater administration. The neighborhood engagement inspections division out of Community Development will also remain within the facility.

The project was advertised on August 28, 2025 and September 4, 2025. A mandatory Pre-Bid meeting was held on September 4, 2025 and September 11, 2025. There were four (4) bids received on September 25, 2025. The Certified Bid Tabulation is attached. This project included a base bid to renovate the interior portion of the facility, add windows, upgrade MEP systems, and finishes; Alternate 1: to add a covered canopy at the front entry; and Alternate 2: a $40,000 contingency allowance, along with an $18,500 building signage allowance. The base bid and all alternates are recommended to be awarded. The lowest responsible bid for these items was from Myers-Cherry Construction, LLC for $2,282,500.00. The Architects' estimate for these items was $3,038,910.55.

Cost:	$2,282,500.00
Funding Source:	2018 GO Bond and STCI
Requested By:	Charlie Bright, Director of Engineering & Construction
Approved By:	City Manager's Office
Attachments:	Operations Center - Administration Building Certified Bid Tabulation

Recommendation:
Approval and authorization to award the lowest responsible bid to Myers-Cherry Construction, LLC, and approve and authorize execution of construction contract for Operations Center Administration Building Project (Project No. 2317210)

Operations Center Admin Building Renovation (#9844144)
Owner: Broken Arrow, City of
Solicitor: Broken Arrow, City of
09/25/2025 01:45 PM CDT

Section Titl	Line Item	Item Code	Item Description	**Engineer Estimate** Extension	**Myers-Cherry Construction, LLC** Extension	**Magnum Construction, Inc.** Extension	**Ascend Commercial Builders** Extension	**RECO Construction** Extension
Base Bid								
	1	1	General Conditions	$391,553.28	$115,000.00	$180,000.00	$326,105.85	$201,952.00
	2	2	Demolition Exterior Paving-Concrete	$640.50	$1,500.00	$3,150.00	$6,900.00	$0.00
	3	3	Demolition Saw Cutting Slab	$4,915.00	$6,250.00	$5,000.00	$11,500.00	$0.00
	4	4	Demolition Interior	$138,664.67	$160,000.00	$110,000.00	$127,200.00	$129,960.00
	5	5	Cast-In-Place Concrete	$12,220.00	$25,000.00	$19,500.00	$6,750.00	$4,400.00
	6	6	Paving Patchback	$1,494.00	$1,800.00	$3,000.00	$4,050.00	$0.00
	7	7	Masonry Brick Veneer Modular/Patch Back	$2,915.10	$20,000.00	$70,000.00	$20,246.00	$11,000.00
	8	8	Steel	$10,147.50	$95,000.00	$80,000.00	$150,272.00	$79,200.00
	9	9	Rough Carpentry	$5,011.02	$5,000.00	$7,500.00	$4,500.00	$11,000.00
	10	10	Finish Carpentry	$137,864.55	$120,000.00	$125,000.00	$82,789.71	$85,913.00
	11	11	Moisture Protection	$34,981.20	$35,000.00	$15,000.00	$10,000.00	$26,239.00
	12	12	Doors	$43,050.00	$58,000.00	$70,000.00	$98,135.40	$154,180.00
	13	13	Door Hardware	$110,242.05	$50,000.00	$57,000.00	$43,714.86	$0.00
	14	14	Glass and Glazing	$220,675.70	$80,000.00	$73,000.00	$95,486.92	$99,090.00
	15	15	Finishes-Framing, Drywall & Plaster	$354,641.62	$200,000.00	$325,000.00	$156,769.80	$294,081.00
	16	16	Finishes-Acoustical Ceiling and Walls	$232,472.48	$115,000.00	$1.00	$109,018.50	$0.00
	17	17	Ceramic Tile, Floor, Base, Wall	$44,115.18	$16,000.00	$17,000.00	$21,500.00	$219,876.00
	18	18	Flooring LVT	$123,396.06	$100,000.00	$110,000.00	$113,500.00	$0.00
	19	19	Flooring Carpet	$6,759.78	$20,000.00	$25,000.00	$4,400.00	$0.00
	20	20	Flooring Vinyl Base	$9,738.21	$6,500.00	$7,000.00	$4,585.10	$0.00
	21	21	Flooring Sealed Concrete	$1,386.21	$500.00	$1.00	$0.00	$0.00
	22	22	Finishes Painting	$78,408.74	$40,000.00	$42,000.00	$42,307.02	$66,734.00
	23	23	Finishes Wall Coverings	$7,820.34	$20,000.00	$22,000.00	$22,000.00	$0.00
	24	24	Toilet - Partitions	$20,913.69	$8,000.00	$12,000.00	$13,294.05	$19,352.00
	25	25	Toilet - Accessories	$10,680.09	$4,500.00	$7,000.00	$4,431.35	$11,227.00
	26	26	Door Signage	$2,134.86	$4,680.00	$5,070.00	$2,199.99	$5,086.38
	27	27	Corner Guards	$7,531.29	$3,900.00	$4,875.00	$3,900.00	$3,394.95
	28	28	Pre-Engineered Aluminum Canopy	$22,357.71	$32,850.00	$32,850.00	$34,704.93	$34,704.93
	29	29	Equipment: Residential Ice maker, 2 refrigerators and 1 under counter refrigerator	$14,801.77	$7,500.00	$7,500.00	$8,480.00	$8,250.00
	30	30	Windows - Manual Roller Shades	$16,961.70	$14,500.00	$15,000.00	$13,415.36	$15,887.00
	31	31	Plumbing	$151,660.23	$120,000.00	$160,000.00	$107,176.60	$179,834.00
	32	32	Heating Ventilating and Air Conditioning	$202,409.64	$175,000.00	$170,000.00	$171,974.40	$200,464.00
	33	33	Electrical	$481,555.63	$543,520.00	$505,000.00	$534,337.52	$598,501.00
	34	34	Communications	$11,778.48	$0.00	$18,000.00	$0.00	$0.00
	35	35	Electronic Safety and Security	$64,512.27	$19,000.00	$10,000.00	$19,845.32	$27,671.00
			Base Bid Total:	**$2,980,410.55**	**$2,224,000.00**	**$2,313,447.00**	**$2,375,490.68**	**$2,487,997.26**
Add Alternate 1								
	36	36	Front Entry Canopy	$284,685.96	$65,000.00	$55,000.00	$84,348.44	$63,137.00
			Add Alternate 1 Total:	**$284,685.96**	**$65,000.00**	**$55,000.00**	**$84,348.44**	**$63,137.00**
Add Alternate 2								
	37	37	Contingency Allowance of $40,0(	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
	38	38	Building Signage Allowance of $1	$18,500.00	$18,500.00	$18,500.00	$18,500.00	$18,500.00
			Add Alternate 2 Total:	**$58,500.00**	**$58,500.00**	**$58,500.00**	**$58,500.00**	**$58,500.00**
			Bid Total:	**$3,038,910.55**	**$2,282,500.00**	**$2,371,947.00**	**$2,433,990.68**	**$2,546,497.26**

Shannon Marshall 9/25/2025

Shannon Marshall, Special Projects Division Manager Date

City of Broken Arrow

Request for Action

File #: 25-1337, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Consideration, discussion, and possible approval of and authorization to award the lowest responsible bid to Builders Unlimited, Inc., and approve and authorize execution of construction contract for Parks Maintenance Building Events Park Project (Project No. 2590140)

Background:
Due to the recent expansion and improvements to Events Park, the Parks Maintenance Team needs a Storage Facility to replace the undersized and existing storage barn. This new building will contain office space, restrooms, and equipment storage. The construction of this facility was broken into two parts: Phase I for the site work improvements, building structure, and exterior façade; Phase II is the interior construction of office space, restroom, and storage. The proposed bid award is for Phase II.

The project was advertised on August 21, 2025 and August 28, 2025. An Optional Pre-Bid meeting was held on September 9, 2025. There were six (6) bids received on September 30, 2025. The Certified Bid Tabulation is attached. This project included a base bid to build out the interior of the building Alternate 1: a $20,000 contingency allowance. The base bid and the alternates are recommended to be awarded. The lowest responsible bid for these items was from Builders Unlimited, Inc for $308,294.00. The Architects' estimate for these items was $392,846.60.

Cost:	$308,294.00
Funding Source:	STCI
Requested By:	Charlie Bright, Director of Engineering & Construction
Approved By:	City Manager's Office
Attachments:	Parks Maintenance Building Events Park Certified Bid Tabulation

Recommendation:
Approval and authorization to award the lowest responsible bid to Builders Unlimited, Inc., and approve and authorize execution of construction contract for Parks Maintenance Building Events Park Project (Project No. 2590140)

Parks Maintenance Building Events Park (#9826415)
Owner: Broken Arrow, City of
Solicitor: Broken Arrow, City of
09/30/2025 01:45 PM CDT

Section Title	Line Item	Item Description	Engineer Estimate	Builder's Unlimited, Inc.	TekTone Builders	Rick Scott Construction, Inc.	Koehn Construction Services	Truco Development Co., LLC	Scissor Tail Construction
Base Bid									
	1	Partitions	$39,624.00	$9,950.72	$59,500.00	$64,852.93	$33,299.00	$25,686.33	$27,577.00
	2	Interior Millwork	$18,161.00	$24,947.50	$24,308.00	$23,506.78	$22,787.00	$25,183.33	$15,400.00
	3	Doors	$11,430.00	$8,619.52	$7,624.00	$8,760.84	$15,280.00	$14,479.33	$17,100.00
	4	Door Hardware	$6,096.00	$8,213.76	$4,729.00	$5,917.12	$5,600.00	$7,779.33	$3,900.00
	5	Wall finish	$11,963.40	$26,307.84	$18,540.00	$12,556.89	$11,000.00	$26,679.33	$24,625.00
	6	Floor finish	$19,812.00	$12,369.92	$5,195.00	$9,485.53	$14,500.00	$21,864.33	$39,360.00
	7	Ceiling finish	$12,192.00	$15,694.08	$2,625.00	$0.00	$10,500.00	$24,679.33	$10,100.00
	8	Plumbing	$26,238.20	$45,683.20	$56,690.00	$64,943.93	$64,200.00	$47,454.33	$57,404.32
	9	HVAC	$77,216.00	$60,234.82	$61,700.00	$63,824.24	$68,100.00	$55,245.33	$145,705.00
	10	Electrical	$138,684.00	$52,200.96	$54,330.00	$64,972.93	$84,338.00	$87,179.33	$79,160.25
	11	Kitchen appliances	$6,350.00	$7,253.76	$6,720.00	$7,536.82	$9,180.00	$19,479.33	$7,877.50
	12	Lockers	$5,080.00	$16,817.92	$5,720.00	$8,469.50	$17,207.00	$12,179.33	$10,925.00
Contingency									
	13	Contingency Allowance of $20,000	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
		Base Bid Total:	$392,846.60	$308,294.00	$327,681.00	$354,827.51	$375,991.00	$387,888.96	$459,134.07

Shannon Marshall — 9/30/2025

Shannon Marshall, Special Projects Division Manager — Date

City of Broken Arrow

Request for Action

File #: 25-1344, **Version:** 1

Broken Arrow City Council
Meeting of: 10-7-2025

Title:
Consideration, discussion, and possible approval of the nomination and appointment of a City Councilor to the Visit Broken Arrow Board for a term expiring September 30, 2027

Background:
In accordance with Sec. 2-211 of the Visit Broken Arrow ordinance, a City Councilor shall be nominated and appointed to the Visit Broken Arrow Board. Meetings take place on the second Tuesday of each month at 3:30 p.m. in the Council Chambers at City Hall.

City Council last nominated Councilor Lisa Ford, who has now served on the board since April 18, 2023, with her most recent term expiring September 30, 2025.

Cost:	None
Funding Source:	None
Requested By:	Makala Barton, Tourism Manager
Approved By:	City Manager's Office
Attachments:	None

Recommendation:
Approve the nomination and appointment of a City Councilor to the Visit Broken Arrow Board to fulfill a term expiring September 30, 2027.

City of Broken Arrow

Request for Action

File #: 25-1425, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-2025

Title:
Consideration, discussion and possible preview of Ordinance No. 3894, an amendment to Broken Arrow Code of Ordinances Section 7-12 to align mobile food vendor regulations with state law by recognizing state licenses, setting a five-business-day local recognition period, permitting limited residential operation, adopting an all-weather surface requirement, and updating related fees, inspections, and safety provisions; and declaring an emergency

Background:
This amendment to Section 7-12 update brings the City's ordinance into compliance with Oklahoma's Food Truck Freedom Act (HB 1076 and codified at 63 O.S. § 1-1101, 63 O.S. § 1-1118, 63 O.S. § 1-1150, 63 O.S. § 1-1151, and 63 O.S. § 1-1152) by recognizing a valid food-establishment license and streamlining local processing. It formalizes a five-business-day turnaround for City recognition, caps local fees at administrative cost, and aligns health-inspection and fire-safety provisions with state limits.

The amendment clarifies where vendors may operate: on private property with owner permission, and, when invited, in residential zones up to twelve (12) days per year, while maintaining safety-based rules for sidewalks, traffic, and curb-side service. Prior proximity/buffer restrictions to brick-and-mortar restaurants are removed on private property, while limited buffers for schools, parks, and special events remain to address public-safety and park-use concerns.

Health and fire safety requirements are preserved and updated. A new all-weather surface standard requires trucks, generators, and customer queuing to be on durable, dustless surfacing; for City parks and permitted events, temporary turf-protection systems may be approved.

Cost:	$0
Funding Source:	Source
Requested By:	Rocky Henkel, Director of Community Development
Approved By:	Community Development
Attachments:	Ordinance No. 3894.

Recommendation:
Preview Ordinance No. 3894 and set for adoption.

ORDINANCE NO. 3894

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES CHAPTER 7 – BUSINESS REGULATIONS AND LICENSES – ARTICLE I – IN GENERAL, SEC. 7-12 – MOBILE FOOD VENDORS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. Broken Arrow Code of Ordinances Chapter 7 – Business Regulations and Licenses – Article I – In General, Sec. 7-12 – Mobile food vendors, is hereby amended to read as follows:

Sec. 7-12. Mobile food vendors.

The purpose of this section is to regulate the actions of mobile vendors. It has been determined that the public health, safety, good order and general welfare of the residents of the city require the regulation and management of such enterprises. The receipt of a mobile vendor license is a privilege which may be suspended, limited or revoked for violating the intent and letter of this section.

(a) *Definitions.* Use of words and phrases. As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

Concessionaire. A person engaged in the sale of food or other goods or services in a city park or on city property, including without limitation those who operate or maintain a concession stand, in accordance with a written agreement or franchise therefore as lawfully approved in writing by the city.

Director shall mean the director of community development or such other person designated by the city manager to enforce the provisions of this chapter or that person's designee.

Farmers markets. Farmers market means a designated area in which farmers, growers or producers from a defined region gather on a regularly scheduled basis to sell at retail non-potentially hazardous farm food products and whole shell eggs to the public. A portion of the raw food ingredients used by the individual vendor to produce a product must have been grown or raised by the vendor. A farmers' market must have written operational guidelines and a minimum of six vendors along with a designated market manager or advisory board who will be responsible for distribution of a copy of the guidelines to the vendors. Farmers markets must be registered by the state department of agriculture, food and forestry. This definition does not include individual farmers who grow and sell unprocessed fruit and/or vegetables from the farm, roadside or truck.

Food has its usual and ordinary meaning, and includes all items designed for human consumption, including but not limited to ice cream, candy, gum, popcorn, hotdogs, sandwiches, peanuts, soft drinks, coffee and dairy products.

Mobile vendor. An outdoor seller, as defined herein, and any business operator or vendor who conducts business from or through use of a vehicle as defined herein.

Outdoor seller. Any person offering for retail sale, or making retail sales of, any goods, products, wares or merchandise of any type, other than food as defined here in at any permitted location; provided, however, that this definition shall not include merchants who ordinarily and regularly offer such items for retail sale within permanent structures located on the same premises; provided further that this definition shall not include those sales commonly known as a garage sale, porch sale, backyard sale, patio sale, lawn sale, yard sale, attic sale, estate sale, moving sale or any similar sale of tangible personal property held out for sale to the public and conducted from or on any lot in a residential zoning district conducted by an individual who owns, leases or has the permission of the owner of the structure located on the same premises.

Special events. A special event is an event whether indoors or outdoors, that can reasonably be expected to cause a public gathering not part of the normal course of business at the location. It may also be defined as any event were a large number of people are brought together to watch or participate.

Vehicle shall mean a push cart, a trailer, a three-wheeled pedal carrier or like device or a motorized vehicle that is registered and licensed by the state department of motor vehicles.

(b) *Types of mobile vendors.* The following mobile vendor operations shall be licensed as set forth in this chapter:

(1) *Seasonal food service establishment.* These are seasonal food services described by the city health code as type 45 class S operations.

The seasonal food service establishment is limited to serving coffee, and snow cones with use of liquid milk, raw fruits, raw vegetables, nuts in the shell, and commercially bottled syrup, sorghum, honey, sweet cider, and other non-time/temperature control for safety foods.

These operations shall be restricted to a maximum annual operation of 180 consecutive days.

These operations are restricted to commercial, industrial, business districts.

The business license shall specify the approval date and the expiration date. No license may be issued for any length of time longer than 180 days from the date of approval.

(2) *Mobile food service establishment.* Mobile food service establishment is a facility that prepares food and is vehicle-mounted (is department of transportation road approved, including wheels and axles), is readily moveable and remains at one physical address for no more than 12 hours at one time.

These operations include the sale of packaged foods from a stationary display and all other types of food preparation operations as identified and approved by the by a valid food establishment license issued by the Oklahoma State Department of Health or, where applicable, by a city-county health department pursuant to 63 O.S. § 1-1118. .

These operations must notify the city, in writing, as part of the application for license process, a schedule of times and locations for their operations;

These operations are restricted to commercial, industrial, and business zoning districts.

On private property, operations are allowed under the following circumstances:

a. the property is located in a zoning district where food service establishments are permitted to operate and the Mobile vendor has permission of the property owner, designee, or lessor,

b. the property is located in a residential zoning district and the Mobile vendor has been invited by a resident or group of residents in that district to operate on their property for the purpose of serving food to that resident, group of residents, or their guests; provided, that the operation of Mobile vendors on the subject property shall not exceed twelve (12) days per year, and

c. the Mobile vendor would not cause a nuisance.

(3) *Mobile push cart food services.* "Mobile push cart" means a non-self-propelled food unit that can be manually moved.

These services may operate in permitted locations, including, city right-of-way.

These operations are restricted to commercial, industrial, business zoning districts and the downtown farmers market or pursuant to a special events permit. On private property, operations are allowed under the following circumstances:

a. the property is located in a zoning district where food service establishments are permitted to operate and the Mobile vendor has permission of the property owner, designee, or lessor,

b. the property is located in a residential zoning district and the Mobile vendor has been invited by a resident or group of residents in that district to operate on their property for the purpose of serving food to that resident, group of residents, or their guests; provided, that the operation of Mobile vendors on the subject property shall not exceed twelve (12) days per year, and

c. the Mobile vendor would not cause a nuisance.

These operations performed inside commercial businesses such as hospitals, mall shopping centers, etc. are exempt.

(c) *Exemptions.* The following activities, businesses and/or persons, as such are commonly known, shall be exempt from coverage of this chapter, but this exemption shall not be construed to limit or restrict the application of other laws and regulations pertaining to such activities, businesses and/or persons:

(1) Newspaper couriers;

(2) Traditional neighborhood lemonade stands;

(3) Stands used to sell or distribute flowers, fruit, vegetables, produce or plants grown on the property where the stand is located;

(4) Delivery or distribution of food, goods or products ordered or purchased by customers from a source or point of sale other than a mobile vehicle operated for the purpose of soliciting customers while traveling or while located on city streets or property;

(5) Delivery or distribution of food by or for any not-for-profit organization, governmental agency or other charitable organization, including without limitation Meals on Wheels and the Food Bank; and

(6) Concessionaires as defined in this chapter, except that concession agreements with the city shall include health, sanitation and insurance requirements generally conforming to those established for similar businesses and vendors covered by this chapter.

(7) Special events that have been permitted and approved by the council.

(d) *License—Required.* Mobile vendors possessing a valid and current food establishment license issued by the Oklahoma State Department of Health shall be recognized by the City. It is unlawful for a mobile vendor to engage in sales business within the city except when licensed as a mobile vendor in compliance with the provisions of this chapter.

(e) *License application process—Application.* Applicants for a license pursuant to this chapter, shall file an application on a form to be furnished by the city, which shall contain the following information:

(1) A valid and current food establishment license issued by the Oklahoma State Department of Health

(2) The name or names, birth date, and address (street and mailing, if different) of the applicant;

(3) Vehicle license number and description of all vehicles from which the applicant proposes to conduct business;

(4) A copy of the applicant's valid food establishment license issued under 63 O.S. § 1-1118 by the Oklahoma State Department of Health. Submission of the license satisfies proof of compliance with applicable state and local health regulations; no additional certificate of compliance is required ;

(6) Such other information as the city may require and as requested in said application form.

(f) *Review and investigation—Issuance or denial.* Upon receipt of an application for a license pursuant to this chapter, the director shall make or cause to be made any inquiry or investigation that may be necessary to determine whether the applicant is in compliance with the provisions of all applicable laws and ordinances as well as other applicable provisions of this Code. An annual inspection by State of Oklahoma (if not completed in the previous twelve (12) months) and must be completed before an application is approved. Health inspections shall be conducted only as permitted by 63 O.S. §1-1151.

Upon completion of any investigation as provided for by this chapter, the application shall be reviewed to ensure compliance with all requirements.

That the business operation described shall not endanger property, public or private; shall not obstruct pedestrian or vehicular traffic and shall not increase risks to public safety;

Applications for a license shall be accompanied by a nonrefundable processing fee (refer to the Manual of Fees). Fees shall not exceed the administrative cost of issuing the license.

The annual license fee (refer to the Manual of Fees) shall be due and payable by the applicant at the time the license is issued and may be prorated quarterly.

Within five (5) business days after receipt of the application, the application shall either be approved or disapproved. Grounds for disapproval shall be the following:

(1) A finding that the application is incomplete;

(2) Nonpayment of all applicable fees;

(4) A finding that the application is not in conformance with any other applicable provisions of this section;

(5) The applicant is a person required to be registered pursuant to the state Sex Offenders Registration Act (57 O.S. § 581 et seq.), as amended; and

(7) Failed inspections as required by subsection (f).

(g) *Expiration of license.* A license issued under this chapter shall expire June 30 each year, except for seasonal food service establishment and seasonal outdoor sellers, which shall expire 180 days from the date of issuance.

Each licensee shall reapply for a license annually. Upon the submission of an updated application and the payment of the annual license fee, the license shall be renewed, provided that he continues to meet the requirements of this chapter.

In the event that the licensee shall cease operation, either voluntarily or involuntarily, before the end of the period for which a license is issued, no part of the license fee shall be refunded.

(h) *Renewal of license.* The holder of any expiring license, issued under this chapter, who desires a new license, shall file a written application for renewal. The application for renewal shall contain the information required.

(i) *Exhibition of license—Transfer.* A license issued under this chapter shall be posted conspicuously at the place of business. Licenses issued under this chapter are not transferable.

(j) *Health regulations.* All mobile vendors shall comply with all laws, rules and regulations regarding food handling, and all vehicles, equipment and devices used for the handling, storage, transportation and/or sale of food shall comply with all applicable laws, rules and regulations, as presently worded and as may be amended by law, in addition to any other rules and regulations as may be established by the by the State Commissioner of Health and applicable regulations of the Oklahoma State Department of Health or, where applicable, a city-county health department, consistent with 63 O.S. §§ 1-1118 and 1-1150 through 1-1154.

(k) *Mobile vendor standards.* All mobile vendors licensed under this chapter shall conform to the following standards unless otherwise approved by the council:

Geographical restrictions. No mobile vendor shall sell or vend from his or her vehicle or conveyance when:

(1) Within 300 feet of a public school grounds during the hours of regular school session, classes or school-related events in said public school, except when authorized in writing by said school; or

(4) Within 300 feet of a public park of the city where a city authorized concession stand is located during times other than during the course of a public celebration except as approved by the city; or

(5) Within 300 feet of city property where a city authorized concession stand is located during the course of a public celebration when nonprofit organizations are permitted to engage in the sale of merchandise and food at such property; or

(6) Within 300 feet of the location for which a special event permit has been issued during the time specified from the start through completion of the special event;

(7) No mobile vendor shall conduct business so as to violate any ordinances of the city regulating traffic and rights-of-way, as now in effect or hereafter amended;

(8) No mobile vendor shall obstruct or cause to be obstructed the passage of a sidewalk, street, avenue, alley or any other public place by causing people to congregate at or near the place where food or other items are being sold or offered for sale;

(9) No customer shall be served on the street side of the mobile unit. All service must be on the curb side when the mobile unit is on or abutting a public street;

(12) All mobile vendors shall provide garbage receptacles for customer use;

(13) No mobile vendor shall locate his or her vehicle or other conveyance in such a manner as to cause a traffic hazard;

(14) At the conclusion of business activities at a given location the mobile vendor shall remove the vehicle, and shall clean all the public way surrounding his or her vehicle of all debris, trash and litter generated by the vendor's business activities;

(15) All mobile vendors preparing food by cooking, frying or other means shall be equipped with a fire extinguisher as required by law;

(16) Applicants for licenses issued pursuant to this chapter should be prepared to meet all additional requirements and conditions to operate in certain public areas of the city such as the Rose District of Main Street, Central Park, Special Events Park, property under the jurisdiction of the city parks department;

(17) All electrical connections by mobile vendors shall fully comply with requirements of the National Electrical Code (NEC).

(18) All mobile vendors shall operate in compliance with all city, state and federal laws.

(19) The food vending vehicle and any generator shall be parked entirely on an all-weather surface. Customer queuing and the primary service window shall also be located on an all-weather surface or an accessible sidewalk. This requirement does

not authorize operation in locations otherwise prohibited by this Code. The Director may approve alternative surfacing that meets the definition of an all-weather surface.

Exception – City parks or special events: When operating pursuant to a City parks/special-event permit, the City Parks & Recreation Department may authorize temporary turf protection systems in lieu of paving, subject to site and weather conditions.

(l) *Revocation of license.* A license issued pursuant to this chapter may be revoked, in writing, by the director or his designee for any of the following reasons:

(1) Any fraud, misrepresentation or false statement contained in the application for license;

(2) Any fraud, misrepresentation or false statement made in connection with the selling of products;

(3) Any violation of this chapter;

(4) Conducting the business licensed under this chapter in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

(m) *Surrender upon expiration or revocation.* When a license issued pursuant to the provisions of this chapter expires, or is revoked, its holder shall surrender it to the director and the license shall become the property of the city.

(n) *Appeal.* Notice of adverse action. If the director or his authorized representative proposes to take any action averse to an applicant, licensee or permittee, he shall establish a time, date and place for an administrative hearing and shall notify such person (hereinafter "respondent") of the pending action at the respondent's address contained on his most recent application. The notice shall be served on the respondent personally or by United States Mail, certified, return receipt requested. The notice shall be served or postmarked no more than ten days preceding the date of the administrative hearing and shall:

(1) Set forth in detail the proposed action and the reasons therefor;

(2) Designate any section of this chapter, any statute, ordinance or other authority which requires or supports the proposed action;

(3) Set forth the date, time and place of the administrative hearing;

(4) Advise the respondent that he may be present at such hearing to provide reasons why the proposed action should not be taken; and

(5) Advise the respondent that if he fails to appear at the administrative hearing, action may be taken in his absence.

(6) Copies of such notice shall also be sent to the complaining party, if applicable.

(7) Administrative hearing. An administrative hearing shall be held on the date and time and at the place contained in the notice described above.

(8) If the respondent appears, he shall be afforded an opportunity to be heard. Following the hearing, the director may take or refrain from taking the proposed

action or may modify the same by placing reasonable conditions on the respondent, or otherwise, according to the provisions of this chapter.

(9) If the respondent fails to appear, notice of the decision made or action taken shall be given to the respondent and unless appealed to the city council as hereinafter provided, such decision shall be final and binding ten working days from and after the date of the decision.

(10) Notice of the action taken or decision made shall be given by certified mail, return receipt requested or by personal delivery to the respondent, at the address given in the respondent's most recent application.

(11) The respondent shall be advised of his right to appeal the action or decision to the city council.

(12) Appeals to the council. Any person aggrieved by a decision of the director may file an appeal to the council by filing a written notice of appeal with the council secretary and the director within ten working days of the date of the decision complained of. Such notice shall specify the grounds for the appeal. A hearing on the appeal shall be heard by the council not later than 30 days from the date of filing the notice of appeal unless further delay is reasonable. If an appeal is filed, the director shall notify the complaining party, if applicable.

(13) Enforcement stayed. If an appeal of the director's decision is made to the council, enforcement of such decision shall be stayed until the council has rendered its decision, unless the director certifies to the council that a stay would cause imminent danger to life or property.

(14) Administrative costs. Any determination by the director regarding whether or not an applicant, licensee or permittee has failed to comply with any of the provisions of this chapter may also include the requirement that the applicant, licensee or permittee pay a sum not to exceed $500.00 to defray administrative costs associated with the investigative and administrative hearing process.

(o) *Violations—Penalties.* It shall be unlawful and a misdemeanor offense for any person, firm, corporation, limited liability company or other entity to violate any of the provisions of this chapter. Any such entity convicted of a violation of this chapter shall be guilty of a misdemeanor offense and shall be punished by a fine of not more than $500.00, excluding costs, fees and assessments, or by imprisonment in the city jail for a period not exceeding six months, or by both such fine and imprisonment. Each day, or portion thereof, during which a violation is committed, continued or permitted shall be deemed a separate offense.

SECTION II. Severability.

If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION III. Emergency Clause.

It being immediately necessary for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED and the clause ruled upon separately this 25th day of October, 2025.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

An Ordinance amending the Broken Arrow Code of Ordinances Chapter 7 – Business Regulations and Licenses – Article I – In General, Sec. 7-12 – Mobile Food Vendors; and Declaring an Emergency

City of Broken Arrow

Request for Action

File #: 25-1410, **Version:** 1

Broken Arrow City Council
10-07-2024

Title:
Consideration, discussion, and possible adoption of Ordinance No. 3884, an ordinance amending the Broken Arrow Code of Ordinances Appendix A - Zoning Ordinance, Section 5 - Signs, regarding off-premises signs on City-owned property, and declaring an emergency

Background:

This amendment to Section 5.1.5 creates an exception for the prohibition against new billboards. Privately owned billboard signs may be permitted on City-owned property, subject to a valid lease agreement approved by the City Council. Such billboards shall comply with all applicable provisions of Section 5.1.5, including but not limited to requirements for illumination, maintenance, and aesthetic standards. Notwithstanding any limitations elsewhere in Section 5.1.5, Off-premises billboard signs permitted under this subsection may be allowed to exceed the maximum height and size otherwise applicable to signs, as expressly provided in the terms of the lease or as set by resolution of the City Council. All billboards permitted under this new exception are to comply with all requirements set by the Oklahoma Department of Transportation.

Cost:	$0
Funding Source:	N/A
Requested By:	Rocky Henkel, Community Development Director
Approved By:	City Manager's Office
Attachments:	Ordinance No. 3884

Recommendation:
Adopt Ordinance No. 3884 and approve the emergency clause

ORDINANCE NO. 3884

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES APPENDIX A - ZONING ORDINANCE, SECTION 5 – SIGNS, REGARDING OFF-PREMISES SIGNS ON CITY-OWNED PROPERTY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. Broken Arrow Code of Ordinances Appendix A – Zoning Ordinance, Sec. 5.1.5 – Permanent Signs, is hereby amended to read as follows:

5.1.5 Permanent Signs.

G4. *Off-premises signs.* Off-premises signs shall not be permitted, except as provided in this Section and Sec. 5.1.5I, Integrated Development Identification. .

a. Pre-existing billboards signs may be updated to ensure proper maintenance, and aesthetic quality. However, no new billboards shall be permitted, except as provided in Subsection (4)(b) below.

b. Privately owned billboard signs may be permitted on City-owned property, subject to a valid lease agreement approved by the City Council. Such billboards shall comply with all applicable provisions of this Section 5.1.5, including but not limited to requirements for illumination, maintenance, and aesthetic standards. Notwithstanding any limitations elsewhere in this Section, Off-premises billboard signs permitted under this subsection may be allowed to exceed the maximum height and size otherwise applicable to signs, as expressly provided in the terms of the lease or as set by resolution of the City Council. All billboards permitted under this subsection shall comply with all applicable requirements set by the Oklahoma Department of Transportation.

SECTION II. Severability.

If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION III. Emergency Clause.

It being immediately necessary for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED and the clause ruled upon separately this 7th day of October, 2025.

_____
MAYOR

ATTEST:

_____
(Seal) DEPUTY CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1411, **Version:** 1

Broken Arrow City Council
10-07-2024

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3884; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:

Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: $0

Funding Source: N/A

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments:

Recommendation:
Approve the emergency clause for Ordinance No. 3884.

City of Broken Arrow

Request for Action

File #: 25-1427, **Version:** 1

Broken Arrow City Council
Meeting of: 10-7-2025

Title:
Consideration, discussion and possible adoption of Ordinance No. 3888, An Ordinance amending the Broken Arrow Code of Ordinances, Chapter 16 - Offenses-Miscellaneous, Article II - Offenses Against Public Authority, creating Section 16-50, to make it unlawful to activate or attempt to activate an outdoor warning siren without proper authorization; providing for definitions, penalties, and exemptions; and declaring an emergency

Background:
This ordinance creates Section 16-50 of the Broken Arrow Code of Ordinances under Chapter 16 - Offenses-Miscellaneous, Article II. - Offenses Against Public Authority, to make it unlawful for any unauthorized person to activate or attempt to activate an outdoor warning siren, or to tamper with such a system in a way that could cause unauthorized activation or impair its function. It defines key terms, including "outdoor warning siren" and "authorized person," and sets penalties of up to a $750 fine, sixty (60) days in jail, or both, for violations. The Ordinance includes exemptions for City employees and contractors acting within their official duties or under proper supervision and those conducting routine testing or maintenance. This was previously previewed on August 4, 2025.

Cost:	$0
Funding Source:	N/A
Requested By:	Jamie Ott, Director of Emergency Management
Approved By:	City Manager's Office
Attachments:	Ordinance No. 3888.

Recommendation:
Adopt Ordinance No. 3888 and approve the emergency clause.

ORDINANCE NO. 3888

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES, CHAPTER 16 - OFFENSES—MISCELLANEOUS, ARTICLE II. - OFFENSES AGAINST PUBLIC AUTHORITY, CREATING SECTION 16-50, TO MAKE IT UNLAWFUL TO ACTIVATE OR ATTEMPT TO ACTIVATE AN OUTDOOR WARNING SIREN WITHOUT PROPER AUTHORIZATION; PROVIDING FOR DEFINITIONS, PENALTIES, AND EXEMPTIONS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. Broken Arrow Code Chapter 16 - Offenses—Miscellaneous, Article II. - Offenses Against Public Authority, Sec. 16-50. – Unauthorized Activation of Outdoor Warning Sirens, is hereby amended to read as follows:

SECTION 16-50. – Unauthorized Activation of Outdoor Warning Sirens.

A. Definitions.

For the purposes of this section:

1. "Outdoor warning siren" shall mean any audible emergency alert device maintained or operated by the City of Broken Arrow or its authorized agencies, including but not limited to devices used to warn the public of severe weather, natural disasters, hazardous materials incidents, or other public emergencies.

2. "Authorized person" shall mean any individual who has received express authorization from the City of Broken Arrow Emergency Management Department, the Broken Arrow Fire Department, the Broken Arrow Police Department, or other appropriate city authority to operate, test, repair, or maintain an outdoor warning siren.

B. Prohibited Conduct.

It shall be unlawful for any person to:

1. Knowingly activate or attempt to activate an outdoor warning siren without proper authorization; or

2. Tamper with, manipulate, damage, disable, or interfere with any part of an outdoor warning siren or its control system, with the intent to cause or attempt to cause an unauthorized activation or to impair its function.

C. Penalty.

Any person found in violation of this section shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine not to exceed $750.00, imprisonment in the City jail for a period not to exceed sixty (60) days, or both such fine and imprisonment. Each unauthorized activation or attempt shall constitute a separate offense.

D. Exemptions.

This section shall not apply to:

1. Employees or contractors of the City of Broken Arrow or other authorized agencies acting within the scope of their official duties; or

2. Persons conducting routine testing or maintenance under the direction or supervision of the City of Broken Arrow Emergency Management Department or other authorized city agency.

SECTION II. Severability.

If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION III. Emergency Clause.

It being immediately necessary for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED and the clause ruled upon separately this 7th day of October, 2025.

_____
MAYOR

ATTEST:

_____
(Seal) DEPUTY CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1428, **Version:** 1

Broken Arrow City Council
Meeting of: 10-07-25

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3888; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost:	No Cost
Funding Source:	None
Requested By:	Trevor Dennis, City Attorney
Approved By:	City Manager's Office
Attachments:	none

Recommendation:

Approve the emergency clause for Ordinance No. 3888

Parks Maintenance Building Events Park (#9826415)
Owner: Broken Arrow, City of
Solicitor: Broken Arrow, City of
09/30/2025 01:45 PM CDT

Section Title	Line Item	Item Description	Engineer Estimate	Builder's Unlimited, Inc.	TekTone Builders	Rick Scott Construction, Inc.	Koehn Construction Services	Truco Development Co., LLC	Scissor Tail Construction
Base Bid									
	1	Partitions	$39,624.00	$9,950.72	$59,500.00	$64,852.93	$33,299.00	$25,686.33	$27,577.00
	2	Interior Millwork	$18,161.00	$24,947.50	$24,308.00	$23,506.78	$22,787.00	$25,183.33	$15,400.00
	3	Doors	$11,430.00	$8,619.52	$7,624.00	$8,760.84	$15,280.00	$14,479.33	$17,100.00
	4	Door Hardware	$6,096.00	$8,213.76	$4,729.00	$5,917.12	$5,600.00	$7,779.33	$3,900.00
	5	Wall finish	$11,963.40	$26,307.84	$18,540.00	$12,556.89	$11,000.00	$26,679.33	$24,625.00
	6	Floor finish	$19,812.00	$12,369.92	$5,195.00	$9,485.53	$14,500.00	$21,864.33	$39,360.00
	7	Ceiling finish	$12,192.00	$15,694.08	$2,625.00	$0.00	$10,500.00	$24,679.33	$10,100.00
	8	Plumbing	$26,238.20	$45,683.20	$56,690.00	$64,943.93	$64,200.00	$47,454.33	$57,404.32
	9	HVAC	$77,216.00	$60,234.82	$61,700.00	$63,824.24	$68,100.00	$55,245.33	$145,705.00
	10	Electrical	$138,684.00	$52,200.96	$54,330.00	$64,972.93	$84,338.00	$87,179.33	$79,160.25
	11	Kitchen appliances	$6,350.00	$7,253.76	$6,720.00	$7,536.82	$9,180.00	$19,479.33	$7,877.50
	12	Lockers	$5,080.00	$16,817.92	$5,720.00	$8,469.50	$17,207.00	$12,179.33	$10,925.00
Contingency									
	13	Contingency Allowance of $20,000	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
		Base Bid Total:	$392,846.60	$308,294.00	$327,681.00	$354,827.51	$375,991.00	$387,888.96	$459,134.07

Shannon Marshall — 9/30/2025

Shannon Marshall, Special Projects Division Manager — Date

Operations Center Admin Building Renovation (#9844144)
Owner: Broken Arrow, City of
Solicitor: Broken Arrow, City of
09/25/2025 01:45 PM CDT

Section Titl	Line Item	Item Code	Item Description	**Engineer Estimate** Extension	**Myers-Cherry Construction, LLC** Extension	**Magnum Construction, Inc.** Extension	**Ascend Commercial Builders** Extension	**RECO Construction** Extension
Base Bid								
	1	1	General Conditions	$391,553.28	$115,000.00	$180,000.00	$326,105.85	$201,952.00
	2	2	Demolition Exterior Paving-Concrete	$640.50	$1,500.00	$3,150.00	$6,900.00	$0.00
	3	3	Demolition Saw Cutting Slab	$4,915.00	$6,250.00	$5,000.00	$11,500.00	$0.00
	4	4	Demolition Interior	$138,664.67	$160,000.00	$110,000.00	$127,200.00	$129,960.00
	5	5	Cast-In-Place Concrete	$12,220.00	$25,000.00	$19,500.00	$6,750.00	$4,400.00
	6	6	Paving Patchback	$1,494.00	$1,800.00	$3,000.00	$4,050.00	$0.00
	7	7	Masonry Brick Veneer Modular/Patch Back	$2,915.10	$20,000.00	$70,000.00	$20,246.00	$11,000.00
	8	8	Steel	$10,147.50	$95,000.00	$80,000.00	$150,272.00	$79,200.00
	9	9	Rough Carpentry	$5,011.02	$5,000.00	$7,500.00	$4,500.00	$11,000.00
	10	10	Finish Carpentry	$137,864.55	$120,000.00	$125,000.00	$82,789.71	$85,913.00
	11	11	Moisture Protection	$34,981.20	$35,000.00	$15,000.00	$10,000.00	$26,239.00
	12	12	Doors	$43,050.00	$58,000.00	$70,000.00	$98,135.40	$154,180.00
	13	13	Door Hardware	$110,242.05	$50,000.00	$57,000.00	$43,714.86	$0.00
	14	14	Glass and Glazing	$220,675.70	$80,000.00	$73,000.00	$95,486.92	$99,090.00
	15	15	Finishes-Framing, Drywall & Plaster	$354,641.62	$200,000.00	$325,000.00	$156,769.80	$294,081.00
	16	16	Finishes-Acoustical Ceiling and Walls	$232,472.48	$115,000.00	$1.00	$109,018.50	$0.00
	17	17	Ceramic Tile, Floor, Base, Wall	$44,115.18	$16,000.00	$17,000.00	$21,500.00	$219,876.00
	18	18	Flooring LVT	$123,396.06	$100,000.00	$110,000.00	$113,500.00	$0.00
	19	19	Flooring Carpet	$6,759.78	$20,000.00	$25,000.00	$4,400.00	$0.00
	20	20	Flooring Vinyl Base	$9,738.21	$6,500.00	$7,000.00	$4,585.10	$0.00
	21	21	Flooring Sealed Concrete	$1,386.21	$500.00	$1.00	$0.00	$0.00
	22	22	Finishes Painting	$78,408.74	$40,000.00	$42,000.00	$42,307.02	$66,734.00
	23	23	Finishes Wall Coverings	$7,820.34	$20,000.00	$22,000.00	$22,000.00	$0.00
	24	24	Toilet - Partitions	$20,913.69	$8,000.00	$12,000.00	$13,294.05	$19,352.00
	25	25	Toilet - Accessories	$10,680.09	$4,500.00	$7,000.00	$4,431.35	$11,227.00
	26	26	Door Signage	$2,134.86	$4,680.00	$5,070.00	$2,199.99	$5,086.38
	27	27	Corner Guards	$7,531.29	$3,900.00	$4,875.00	$3,900.00	$3,394.95
	28	28	Pre-Engineered Aluminum Canopy	$22,357.71	$32,850.00	$32,850.00	$34,704.93	$34,704.93
	29	29	Equipment: Residential Ice maker, 2 refrigerators and 1 under counter refrigerator	$14,801.77	$7,500.00	$7,500.00	$8,480.00	$8,250.00
	30	30	Windows - Manual Roller Shades	$16,961.70	$14,500.00	$15,000.00	$13,415.36	$15,887.00
	31	31	Plumbing	$151,660.23	$120,000.00	$160,000.00	$107,176.60	$179,834.00
	32	32	Heating Ventilating and Air Conditioning	$202,409.64	$175,000.00	$170,000.00	$171,974.40	$200,464.00
	33	33	Electrical	$481,555.63	$543,520.00	$505,000.00	$534,337.52	$598,501.00
	34	34	Communications	$11,778.48	$0.00	$18,000.00	$0.00	$0.00
	35	35	Electronic Safety and Security	$64,512.27	$19,000.00	$10,000.00	$19,845.32	$27,671.00
			Base Bid Total:	**$2,980,410.55**	**$2,224,000.00**	**$2,313,447.00**	**$2,375,490.68**	**$2,487,997.26**
Add Alternate 1								
	36	36	Front Entry Canopy	$284,685.96	$65,000.00	$55,000.00	$84,348.44	$63,137.00
			Add Alternate 1 Total:	**$284,685.96**	**$65,000.00**	**$55,000.00**	**$84,348.44**	**$63,137.00**
Add Alternate 2								
	37	37	Contingency Allowance of $40,0(	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
	38	38	Building Signage Allowance of $1	$18,500.00	$18,500.00	$18,500.00	$18,500.00	$18,500.00
			Add Alternate 2 Total:	**$58,500.00**	**$58,500.00**	**$58,500.00**	**$58,500.00**	**$58,500.00**
			Bid Total:	**$3,038,910.55**	**$2,282,500.00**	**$2,371,947.00**	**$2,433,990.68**	**$2,546,497.26**

Shannon Marshall 9/25/2025

Shannon Marshall, Special Projects Division Manager Date

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract Application for Contractual Changes

Contract Change Order # 1

Project Name: Brentwood Drainage Improvements
Project Number: 2453170
PO Number: 22503162
Date of Application: Tuesday, September 16, 2025
Contractor: Cherokee Pride Construction, Inc.
Submitted By: Harlan Yocham

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) Additional Quantity of Concrete Placement (Bid Item No 6)
2)

Change in Contractual Project Time:

1)
2)

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
6		P.C. Concrete Pavement (Placement)(6")	SY	$ 50.00	124.2	$ 6,210.00
						$ -
						$ -
					Total Change Cost:	$ 6,210.00

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 72,650.00
Current Change Order:	$ 6,210.00	Amended Contract Amount:	$ 78,860.00
Total Cost of Change Orders:	$ 6,210.00	Percent Change in Contract:	8.55%
Total Cost Applicable to CBA:	$ -	Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 1 in the sum of: $ 6,210.00 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Harlan Yocham	Harlan Yocham	9/17/25
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	9/25/2025
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	9/26/2025
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	9/26/2025
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinance

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

AGREEMENT SUMMARY
CITY OF BROKEN ARROW (OWNER)
Broken Arrow Field Office Locker Rooms
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 2617120

1.0 Professional Consulting Firm:

1.1	Name:	Professional Engineering Consultants, P.A.
1.2	Telephone No.:	918-664-5400
1.3	Address:	1924 S Utica Avenue Suite 1400 Tulsa, OK 74104

2.0 Project Name/Location: Broken Arrow Field Office Locker Rooms, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of Broken Arrow Field Office Locker Rooms, Broken Arrow, OK. These documents shall include, but not be limited to, the following: provide the bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

4.1	Agreement Amount:	
	MEP Design Fees	$ 21,750.00
	TOTAL AGREEMENT AMOUNT	$ 21,750.00
4.2	Agreement Time:	90 calendar days
4.3	Estimated Construction Cost:	$ 230,000.00

5.0 Agreement Approved by the Owner on: _____ 2025

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT 2617120

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Professional Engineering Consultants, P.A., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to improve the Broken Arrow Field Office by adding locker rooms for field crew use (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.

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 of Broken Arrow 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 Contractor 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. Charlie Bright, P.E.
Director of Engineering & Construction

CONSULTANT: Professional Engineering Consultants, P.A.
1924 S. Utica Avenue, Suite 1400
Tulsa, OK 74104
918-664-5400

Contact Name: Lance Brummett
Practice Lead | Electrical Division

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 General Manager of the City of Broken Arrow in 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

By: _____

Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
Professional Engineering Consultants, P.A.

By: _____

Alex Darby, P.E., Vice President
Municipal Market

Date: 09/09/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

Secretary [Seal]

Date: _____

Attest: _____

Name: Lance Brummett
Office: Practice Lead | Electrical

Date: 09/09/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 9th day of September, 2025, personally appeared Alex Darby, known to be to be the Vice-President of Professional Engineering Consultants, P.A., 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:

11/23/2026

Notary Public

DEANNA PRICE NOTARY # 22015802 EXP. 11/23/2026 PUBLIC STATE OF OKLAHOMA

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT NO. 2617120

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of BROKEN ARROW FIELD OFFICE LOCKER ROOMS in Broken Arrow. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

1.2 Furthermore, the CONSULTANT understands that the OWNER has ($230,000) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

2.1 The project consists of the construction of a locker room area in approximately 2,000 SF of the existing Field Office building located at 2302 South 1st Place in Broken Arrow, OK.

2.2 Mechanical, electrical, and plumbing (MEP) systems will be designed to be energy and water efficient. Spaces include Locker Rooms, Showers, and Toilet Facilities.

2.3 Mechanical design services include:
Design modifications to the existing water, waste, and vent systems to accommodate the remodel. It is anticipated that approximately (2) showers, (2) urinals, (5) water closets, and (4) lavatories will be added. No specialty plumbing fixtures are anticipated.
Design modifications to the existing natural gas system to accommodate the new water heater and new mechanical equipment.
Design new heating, ventilation, air conditioning, and exhaust systems for the new locker room. It is assumed that a new exhaust fan will be provided, as well as a new packaged ground-mounted air handling unit. The new packaged unit will be a gas-fired variable volume single-zone unit with hot-gas reheat and variable compressors for dehumidification.

It is assumed that the existing domestic cold water, waste, and vent infrastructure in the building is sufficient in kind and capacity to support the project without major modification.

2.3 Fire protection sprinkler system and Fire alarm system are excluded from design. A performance specification describing additions and modifications to the existing (a delegated design) will be included with the construction documents.

2.4 Electrical design services include:
Design of interior building lighting systems and controls typical of those used in the spaces served.
Design of the extension of electrical distribution systems to service new electrical outlets, equipment power, lighting, etc.
Design of raceway systems/empty pathways for low voltage and technology systems. Technology design is not included in engineering scope of work. Locations to be furnished to PEC for inclusion on construction documents.
It is assumed the existing electrical, water and sewer services are adequate in spare capacity for the new locker room area.

2.5 CONSULTANT will provide, Mechanical & Electrical Drawings and Sheet Specifications signed/sealed/dated for permitting and construction.

2.6 Assistance during bidding services will include the review of construction submittals and response to per-bid RFIs.

2.7 Construction Administration Services will be negotiated at a later date if required by the City.

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 Meet with the Owner at approximately 50% completion of Construction Document design in order to review project construction documents and incorporated into 100% construction document set.

3.2 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.2.1 Schedule and attend pre-design site visit to observe existing conditions.
- 3.2.2 Prepare preliminary drawings for proposed construction.
- 3.2.3 Prepare a budgetary cost estimate for the proposed improvements.
- 3.2.4 Submit five (5) 11”x17” paper copies and one (1) PDF copy of the preliminary design, including building plan for review by the OWNER.

3.3 FINAL 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 Prepare mechanical, electrical, and plumbing plans and details for the building improvements identified in paragraph 3.2 above.
3.3.2 Attend meeting to review final plans.
3.3.3 Prepare construction specifications. These will be incorporated into the Contract documents as sheet specification in the drawing set. All documents shall be suitable for original camera-ready copy.
3.3.4 Contract proposals will not be prepared as the owner will be self-performing this work.
3.3.5 Submit five (5) bound sets of reduced-size prints of final construction plans on 11” x 17” plain white bond paper, one (1) unbound set of full-size prints, and a PDF copy on CD or DVD, of final construction plans, to the OWNER for distribution and review.

3.4 BID DOCUMENTS.

3.4.1 Incorporate final design review comments and furnish one (1) complete set of full-size drawings and contract documents, one (1) unbound set of reduced-size (11” x 17”) drawings, and one (1) set of final drawings on electronic media (AutoCAD 2013 or earlier version).

3.5 BID ASSISTANCE PHASE:

3.5.1 Answer questions from prospective bidders that are forwarded to the A/E from the City.
3.5.2. Assist in the preparation of addenda to be issued by the City.

3.6 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.

3.7 RECORD DRAWINGS.

3.7.1 Record drawings are understood to not be a requirement of this project. This requirement may be negotiated with the CONSULTANT upon the request of the OWNER.

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW(OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT NO. 2617120

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, construction plans in accordance with City requirements.

2.0 DESIGN ANALYSIS: The CONSULTANT shall submit in-full, a design analysis containing calculations, cut sheets, and outline specifications as described.

3.0 TECHNICAL SPECIFICATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract. Specification will be included as sheet specification included in the drawing set.

4.0 DESIGN CALCULATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.

4.1 HVAC loading and system sizing and comparison calculations.
4.2 Electrical system calculations.
4.3 Plumbing system calculations.
4.4 Other engineering design calculations

5.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
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BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT NO. 2617120

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

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

1.1 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 11,500 for the completion of the Preliminary Phase or approximately 50% Construction Document design. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $10,250.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of final plans to One-Stop along with application for review and building permit.

1.3 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.

1.5 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2025 for 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
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PROJECT NO. 2617120

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 September, 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.

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
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AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT NO. 2617120

PROJECT SCHEDULE

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

1.0 Design Documents:

2.1 Notice to Proceed: Upon written notice to proceed Consultant shall begin development of design documents within three working days. Consultant anticipates completing the design work within five weeks.

APPENDIX A

2025 RATE SCHEDULE A**

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

TITLE	HOURLY RATE *
Principal Engineer	$250
Senior Project Manager	$225
Project Manager	$200
Senior Engineer II	$225
Senior Engineer I	$200
Project Engineer	$175
Senior Landscape Architect	$180
Landscape Architect	$130
Senior Planner	$175
Planner	$155
Design Engineer	$145
Senior Piping Designer	$160
Piping Designer	$125
Senior Technician	$150
Design Technician	$115
Senior Commissioning Agent	$160
Commissioning Agent	$135
GIS Specialist	$150
GIS Analyst	$120
Project Coordinator	$100
Project Assistant	$90
Senior Field Project Manager	$200
Field Project Manager	$155
Senior Inspector	$160
Inspector	$125
Senior Field Technician	$105
Field Technician	$85
Senior Driller	$130
Driller	$95
Land Surveyor	$140
Crew Chief	$120
Survey Technician	$100
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera	$50/Hour
Structural Testing Equipment	$50/Hour
Subconsultants	Cost plus 10%
Vehicle Mileage	IRS Rate/Mile
Truck Mileage	$0.75/Mile
ATV	$20/Hour
GPS	$50/Hour
3D Laser Scanner	$150/Hour
Robotic Total Station	$50/Hour
UAS	$150/Hour
Mobile Lidar Unit	$4,000/Day
Drill Rig Use	$75/Hour
Concrete Testing Equipment	$10/Each
Nuclear Gauge Equipment	$20/Each
Compressive Strength of Cylinders	$15/Each
Ultra Sonic Testing Equipment	$50/Each
Semi-Trailer Mileage	$3/Mile
Other Reimbursables	Cost plus 10%

**The rates shown above are effective for services through December 31, 2025 and are subject to revision thereafter.