City of Broken Arrow

Meeting Agenda

Broken Arrow Municipal Authority

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

Tuesday, May 5, 2026

Council Chambers
220 South 1st Street
Broken Arrow, OK

NOTICE OF AMENDED AGENDA
Amended Item 6B 26-633 Resolution No. 1746 - corrected the resolution number.

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

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

A.	26-32	Approval of the Broken Arrow Municipal Authority Meeting Minutes of April 21, 2026
B.	26-586	Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for March 2026
C.	26-594	Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of March 2026
D.	26-595	Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of March 2026
E.	26-631	Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 26 financial statements for year ending June 2026
F.	26-582	Approval of and authorization to execute Amendment 1 to Agreement for Professional Services with Holloway, Updike, and Bellen, Inc. (HUB) for the Dresser Rand Lift Station Rehabilitation (Project No. S.26020)
G.	26-636	Approval of and authorization to execute the Utility Crossing Agreement with Mayes Solar, LLC

H. 26-585 Award the most advantageous bid to J & J Bowers Lawn Care for bid 26.147 grounds maintenance for Utilities to ensure service continuity as needed

I. 26-598 Approval of and authorization to execute the purchase of four (4) McNeilus 2516 REL Rear Loader Trash Trucks from Siddons-Martin Environmental Group pursuant to the Sourcewell Cooperative Purchasing Contract and Approve and authorize execution of Fiscal Year 2026 Budget Amendment Number 29

J. 26-590 Ratification of the Claims List Check Register Dated April 27, 2026

4. Consideration of Items Removed from Consent Agenda

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

6. General Authority Business

A. 26-583 Consideration, discussion and possible approval of and authorization to execute Agreement for Waterline Relocation, construction Administration, and Cost Reimbursement with Tulsa County for the Omaha Waterline Improvements Project on Omaha Street from 9th Street to 23rd Street (Project No. WL22010)

B. 26-633 Consideration, discussion, and possible approval of Resolution 1746, a Resolution of the Broken Arrow Municipal Authority (the "Borrower") authorizing a loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed $27,930,000; approving the issuance of a Series 2026A Promissory Note to Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed $27,930,000, secured by a pledge of revenues and authorizing its execution; designating a Local Trustee; approving and authorizing the execution of a Trust Agreement; approving and authorizing the execution of a Loan Agreement; approving and authorizing the execution of a Security Agreement; ratifying and confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; approving and authorizing a Note Purchase Agreement; approving various covenants; approving and authorizing application to the Oklahoma Water Resources Board; approving and authorizing professional services agreements; approving and authorizing payment of fees and expenses; and containing other provisions relating thereto

7. Remarks and Inquiries by Governing Body Members

8. Remarks and Updates by City Manager and Staff

9. Executive Session - NONE

10. Adjournment

NOTICE:

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

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

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

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

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

A paper copy of this agenda is available upon request.

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

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 26-32, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05/05/2026

Title:
Approval of the Broken Arrow Municipal Authority Meeting Minutes of April 21, 2026

Background:
Minutes recorded for the Broken Arrow Municipal Authority Meeting.

Cost: None

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: April 21, 2026 BAMA Minutes

Recommendation:
Approve the minutes of the April 21, 2026 Broken Arrow Municipal Authority Meeting.

City of Broken Arrow

Broken Arrow Municipal Authority

Minutes

City Hall
220 S 1st Street
Broken Arrow OK 74012

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

Tuesday, April 21, 2026 **Council Chambers**

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 7:58 p.m.

2. Roll Call

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

3. Consideration of Consent Agenda

A. 26-73 **Approval of the Broken Arrow Municipal Authority Meeting Minutes of April 7, 2026**

B. 26-544 **Approval of and authorization to execute a contract with Trans Tel Central for the Fiber Connection from Raw Water Pump Station project; (#2654270**

C. 26-515 **Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of $50,000.00 or less**

D. 26-368 **Approval of and authorization to execute Change Order No. 1 with Cherokee Pride Construction, LLC for the Wagoner County Trunk Sewer project (22020)**

E. 26-513 **Ratification of the Claims List Check Register Dated April 13, 2026**

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

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

4. Consideration of Items Removed from Consent Agenda - NONE

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

A. 26-525 **Presentation of Exemplary Employer Award as presented by the Oklahoma Water Environment Association (OWEA)**

Tim Robbins, Utilities Director, presented Item 26-525 and highlighted the City of Broken Arrow's recognition as an exemplary employer through the Oklahoma Water Environment Association for 2026. He emphasized the city's strong culture of leadership development, professional growth, and active involvement in industry organizations at the state and national

levels.

Mr. Robbins explained that this engagement allows the city to both learn from other communities and share its own expertise—such as solutions to utility challenges—benefiting residents and the broader water sector. He credited city leadership for fostering an environment that encourages participation beyond daily operations and supports employee development. He then introduced a representative from OWEA to further discuss the award.

Cole Niblett, representing the Oklahoma Water Environment Association and its parent Water Environment Federation, briefly explained the significance of the Exemplary Employer Award. He noted that the award recognizes organizations across the water industry for operational excellence and strong support of employee development and leadership.

He highlighted that Broken Arrow stood out not only for quality operations but for actively encouraging staff to participate and lead within professional organizations. He gave an example of a city staff member serving in leadership roles and receiving industry recognition, demonstrating the city's broader impact on the water sector. Mr. Niblett then presented the award and congratulated the city.

6. General Authority Business - NONE

7. Remarks and Inquiries by Governing Body Members - NONE

8. Remarks and Updates by City Manager and Staff - NONE

9. Executive Session - NONE

10. Adjournment

The meeting was adjourned at 8:05 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

_____ _____

Chairperson Secretary

City of Broken Arrow

Request for Action

File #: 26-586, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05-05-26

Title:
Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for March 2026

Background:
March 2026 final report to Authority for Solid Waste and Recycling Key Performance Indicators

Cost: $0

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Solid Waste & Recycling Monthly Report - March 2026

Recommendation:
Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling report for March 2026

SOLID WASTE & RECYCLING MONTHLY REPORT
MARCH 2026

Average times for route completion are as follows – KPI <5:00pm

Month	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26
Trash routes	6:44pm	5:33pm	4:44pm	5:02pm	4:49pm	5:30pm	5:30pm	4:30pm	4:40pm	4:38pm	5:26pm	4:47pm	5:08pm	5:33pm		
Recycle Routes	5:53pm	4:42pm	4:12pm	4:17pm	4:53pm	5:17pm	5:17pm	4:43pm	4:32pm	4:12pm	5:20pm	5:45pm	4:50pm	5:23pm		

Total Tons – KPI Increase Diversion tonnage to 25% of wastes generated

Month	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26
Trash Tons	2349.79	3092.31	3548.93	3576.01	3440.24	3856.81	3074.6	3159.91	3171.04	2902.14	3716.72	2937.91	2594.72	3319.07		
Recycle Tons	376.58	461.14	525.37	507.89	486.41	527.37	449.03	415.49	397.78	410.01	484.22	318.28	394.85	438.05		

Service Statistics - Routes

Missed Pickups - KPI Less than 50

Month	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26
Total Missed	78	71	83	123	110	109	140	128	100	75	202	57	83	59		

Average Stops per Month – KPI Average of 800+

Month	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26
Average	869	840	807	896	843	875	895	851	823	863	917	952	1315	1236		

Total Stops Serviced per Month – KPI 300k+ to include recycling

Month	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26
Average	229461	330449	348642	365808	358201	406949	342628	382929	384518	345176	418355	388340	504928	545056		

Service Statistics - Carts

Cart Issues – KPI Service customer need with 48 hours of calls

Month	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26
Trash Cart Delivery	85	115	42	110	113	117	130	118	83	64	63	72	90	79		
Trash Cart Return	4	11	15	17	16	15	17	9	34	8	13	7	7	15		
Recycle Cart Delivery	75	110	48	98	106	95	111	85	99	76	68	76	79	70		
Recycle Cart Return	7	15	15	15	23	13	17	7	12	6	9	17	10	13		

Repairs – KPI reduce damage due to operator

Type	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26
Wheel	70	63	41	58	77	112	54	63	53	42	21	47	43	49		
Lids	4	5	2	2	7	4	5	7	4	5	6	7	4	6		
Axel	2	1	0	1	2	1	1	3	5	3	1	5	3	4		
Bar	0	0	0	3	27	2	3	2	2	0	3	2	1	2		

NEW PROGRAM – Free Dump Voucher

Type	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26
Voucher Supplied	32	103	137	119	126	113	114	111	116	108	116	103	115	185		
Voucher Used	28	85	100	123	97	107	88	96	96	98	84	68	74	121		

City of Broken Arrow

Request for Action

File #: 26-594, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05-05-2026

Title:
Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of March 2026

Background:
In an effort to provide the Authority and the Public more information with respect to our community's water usage, the Utilities Department staff has prepared two reports: Total Water Supply Report and the Monthly Operational Report.

The Average Day usage through the end of March was 10.1 MGD. Total water treated at the plant up to the end of March was 311.7 million gallons (MG). Total water purchased from Tulsa for the month of March was 0.0 MG.

These reports will be updated on a monthly basis. Staff recommends the Authority acknowledge submittal of these Reports.

Cost: None

Funding Source: None

Requested By: Timothy S. Robins, PE, Utilities Department Director

Approved By: City Manager's Office

Attachments: Total Water Usage Report-March 2026
Monthly Operational Report-March 2026

Recommendation:
Acknowledge submittal of the March 2026 Monthly Water Supply Report

Total Water Usage - 2026

Day\Mon	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	9.1	10.1	9.7									
2	8.6	10.2	9.3									
3	8.5	9.9	9.4									
4	8.7	9.4	9.0									
5	9.4	9.7	8.3									
6	10.0	9.2	8.0									
7	9.7	9.4	8.3									
8	9.3	9.4	8.7									
9	8.7	9.2	9.6									
10	8.3	10.1	8.1									
11	8.9	9.4	9.0									
12	9.1	9.2	8.3									
13	9.0	9.5	9.2									
14	9.4	9.2	9.3									
15	8.9	8.7	8.9									
16	9.1	9.5	8.8									
17	8.8	10.6	8.5									
18	8.6	9.3	9.4									
19	9.0	9.6	10.9									
20	9.2	9.6	11.0									
21	9.2	9.3	11.7									
22	9.5	8.9	11.8									
23	10.2	10.0	11.5									
24	10.3	9.7	11.4									
25	10.8	9.3	12.0									
26	11.3	10.3	12.0									
27	10.2	9.9	12.1									
28	10.7	9.3	10.6									
29	10.3		12.0									
30	9.9		12.9									
31	9.5		12.0									
Mon. Total	**292.2**	**267.9**	**311.7**									
Plant Avg. Day	**9.4**	**9.6**	**10.1**									
Monthly Purchase	**0.0**	**0.0**	**0.0**									
Total Month	**292.2**	**267.9**	**311.7**									
Total Avg. Day	**9.4**	**9.6**	**10.1**									
Monthly to RWD4												

Verdigris Finished Water YTD (MG):	**871.8**	***Plant Annual Max. Day (MGD):***	**12.9**
Tulsa Purchase Water YTD (MG) [1]:	**0.0**	***Plant Annual Avg. Day (MGD):***	**9.7**
Total Finished Water (MG):	**871.8**	***Plant Annual Min. Day (MGD):***	**8.0**
		Total System Annual Avg. Day (MGD):	**9.7**

Notes:

(1) Actual take is calculated from the billing records for the individual month.

Prepared by: Justin Prock
Assistant Water Plant Manager
4/10/2026

City of Broken Arrow WTP Monthly Operational Report Summary

Water Treatment Plant PWSID# OK 1021508

Reporting Period: [March] [2026]

CITY OF BROKEN ARROW
Where opportunity lives

Operating Data Summary

Water Production (MG)

	Month	Average Day
Raw Water Treated	322.32	10.4
Finished Water	310.51	10.0

Monthly Chemical Usage (Non-Membrane Usage)

Chemical	Total lbs	lbs/Finished MG
Sodium Hypochlorite	23,447	1,078.7
Salt (for hypo generation)	70,340	3,236.2
Liquid Ammonium Sulfate	2,944	9.0
Sodium Permanganate	1,812	3.0
Aluminum Chlorohydrate	78,789	45.4
Sodium Hydroxide	4,913	6.1
Hydrofluosilisic Acid	0	0.0

Total Chlorine Residual:

	No. Samples
Total Chlorine Residual <2.0 mg/L Leaving Plant	0

Finished Water Turbidity:

	No. Samples	% of Total Samples
Greater than 0.5 NTU	0	0.00
Greater than 0.3 NTU	0	0.00
Greater than 0.1 NTU	0	0.00
Total No. of Turbidity Samples	186	
Highest Turbidity Reading	0.057	
No. Samples > 1 NTU	0	
No. Samples > 5 NTU	0	

Monthly Costs

	Total	$/Finished MG	$/1000 gal
Plant Electricity	$67,530.20	$217.48	$0.2175
Total Chemical	$77,209.98	$248.66	$0.2487
Total Labor	$119,469.87	$384.76	$0.3848
Services	$33,259.51	$107.11	$0.1071
Materials and Supplies	$5,174.64	$16.67	$0.0167
Equipment Expenses	$2,034.65	$6.55	$0.0066
Total	$304,678.85	$981.23	$0.9812

Individual Membrane Unit Turbidity Checklist

	YES/NO
1. IS TURBIDITY FROM EACH INDIVIDUAL MEMBRANE UNIT RECORDED EVERY 15 MINUTES?	YES
2. DID ANY SINGLE MEMBRANE UNIT EXCEED 2.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS?	NO
No, Go to Question 3.	
Yes, What date was the membrane profile completed? _____	
DID THIS SAME MEMBRANE UNIT EXCEED 2.0 NTU IN 2 CONSECUTIVE 15-MIN PERIODS DURING THE LAST MONTH?	
No, Go to Question 3.	
Yes, Schedule Comprehensive Performance Evaluation (CPE) with DEQ.	
3. DID ANY SINGLE MEMBRANE UNIT EXCEED 1.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS?	NO
No, Go to Question 4.	
Yes, What date was the filter profile completed? _____	
DID THIS SAME MEMBRANE UNIT FILTER EXCEED 1.0 NTU IN 2 CONSECUTIVE 15-MIN PERIODS DURING THE LAST 2 MONTHS?	
No, Go to Question 4.	
Yes, What date was the membrane self-assessment completed? _____	
4. DID ANY SINGLE MEMBRANE UNIT EXCEED 0.5 NTU IN 2 CONSECUTIVE 15-MIN PERIODS AT THE END OF 4 HRS OF OPERATION?	NO
No, You are finished with the checklist.	
Yes, What date was the membrane profile completed? _____	

*** IF ANY OF QUESTIONS 2 THROUGH 4 ARE CHECKED "YES", YOU MUST COMPLETE THE TURBIDITY TRIGGER EVALUATION FORM AND ATTACH TO THIS MOR.**

I hereby certify the above to be correct to the best of my knowledge:

Notes: Fluoride feed offline for tank inspection and feed system repairs.

Signed: LouAnn Fisher 4/10/2026
Date

Title: Water Plant Manager

Operator Certificate No. 25369

Public Water System Name: COBA Water Treatment Plant Month: March
PWS ID No.: OK 1021508 Year 2026

Date	Water Production and Recycle Flows				
	Raw Water Pumped to Pre-Sed Basins (MG)	Raw Water Treated (MG)	Finished Water Delivered (MG)	Reverse Filtration Water Used (MG)	Lagoon Decant Water Pumped (MG)
1	10.52	10.10	9.48		0.42
2	0.00	9.87	9.46		0.75
3	7.55	10.32	9.44		0.52
4	21.60	8.71	8.95		0.51
5	7.06	9.31	8.27		0.51
6	0.00	7.85	8.00		0.50
7	0.00	8.48	8.33		0.53
8	0.14	8.50	8.60		0.52
9	21.10	10.31	9.48		0.57
10	9.48	9.14	8.83		0.56
11	0.00	9.61	8.41		0.58
12	0.00	8.00	8.23		0.53
13	0.00	9.01	9.07		0.53
14	0.11	10.05	9.22		0.58
15	11.02	9.58	9.08		0.55
16	11.01	9.00	8.70		0.43
17	11.01	8.70	8.53		0.44
18	11.00	9.09	9.29		0.70
19	10.99	11.28	10.84		0.23
20	10.99	10.72	11.03		0.20
21	11.00	11.62	11.64		0.29
22	11.14	12.44	11.67		0.30
23	21.36	12.18	11.53		0.44
24	21.25	11.98	11.26		0.89
25	21.24	11.75	11.95		0.81
26	21.08	12.39	12.21		0.69
27	16.89	12.89	11.92		0.65
28	10.94	11.67	10.67		0.63
29	10.94	12.12	11.84		0.61
30	10.95	12.59	12.79		0.61
31	17.09	13.09	11.80		0.61
TOTAL	**317.46**	**322.32**	**310.51**	**0.00**	**16.67**
AVG	10.24	10.40	10.02	#DIV/0!	0.54
MAX	21.60	13.09	12.79	0.00	0.89
MIN	0.00	7.85	8.00	0.00	0.20

Public Water System Name: COBA Water Treatment Plant
PWS ID No.: OK 1021508

Month: March
Year: 2026

TOTAL CHEMICAL COST:	$77,210		
Cost Per MG Treated	$239.55	Cost Per MG Delivered	$248.66
Million Gallons Treated	322.32	Million Gallons Delivered	310.51

Non-Membrane System Chemical Usage

Date	Sodium Hypochlorite (CL) NaClO		Liquid Ammonium Sulfate (LAS)		Sodium Permanganate (SP)		Aluminum Chlorohydrate (ACH)		Sodium Hydroxide (SH)		Hydrofluosilisic Acid (HFS)	
	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day	gal/day	lb/day
1	8,486	594.00	86.0	90.16	23.1	44.70	442	2467.37	17.1	44.55	0.0	0.00
2	8,021	561.46	81.0	84.84	0.0	0.00	411	2298.96	16.2	42.26	0.0	0.00
3	8,837	618.60	87.8	92.04	19.2	37.22	448	2501.22	17.4	45.25	0.0	0.00
4	8,210	574.70	76.6	80.26	47.6	92.17	385	2153.69	15.2	39.65	0.0	0.00
5	8,183	572.80	75.4	79.04	15.3	29.56	380	2122.75	15.1	39.47	0.0	0.00
6	8,002	560.14	73.7	77.21	0.0	0.00	369	2063.35	14.8	38.61	0.0	0.00
7	8,186	573.00	73.7	77.23	0.0	0.00	367	2050.76	14.7	38.43	0.0	0.00
8	8,590	601.31	78.3	82.09	0.0	0.04	392	2191.80	15.5	40.36	0.0	0.00
9	9,721	680.44	88.0	92.23	47.6	92.11	441	2461.90	21.0	54.65	0.0	0.00
10	9,166	641.59	78.1	81.81	22.5	43.58	387	2164.58	37.4	97.59	0.0	0.00
11	9,268	648.77	78.2	81.98	0.0	0.00	389	2172.75	43.0	112.14	0.0	0.00
12	9,225	645.75	75.7	79.38	0.0	0.00	378	2111.84	41.7	108.67	0.0	0.00
13	9,782	684.72	79.3	83.09	0.0	0.00	396	2213.57	43.4	113.07	0.0	0.00
14	10,605	742.32	87.1	91.23	0.0	0.00	437	2440.44	64.5	168.10	0.0	0.00
15	10,235	716.42	83.6	87.63	34.9	67.61	419	2339.83	74.9	195.12	0.0	0.00
16	9,740	681.79	78.9	82.68	35.0	67.69	392	2191.03	70.9	184.86	0.0	0.00
17	9,428	659.96	76.4	80.11	35.0	67.68	380	2125.69	68.6	178.76	0.0	0.00
18	10,086	706.01	80.0	83.88	34.9	67.61	401	2242.38	71.7	186.82	0.0	0.00
19	12,509	875.61	101.3	106.12	34.9	67.56	510	2847.46	90.3	235.32	0.0	0.00
20	11,855	829.86	95.2	99.81	34.9	67.52	479	2676.98	84.9	221.40	0.0	0.00
21	13,215	925.05	108.5	113.73	34.9	67.59	545	3043.03	96.6	251.77	0.0	0.00
22	12,946	906.21	107.0	112.12	35.0	67.70	538	3006.80	95.3	248.36	0.0	0.00
23	12,855	899.85	104.5	109.48	67.8	131.27	526	2941.02	93.2	242.77	0.0	0.00
24	12,624	883.69	102.3	107.23	67.5	130.58	513	2866.56	91.2	237.72	0.0	0.00
25	13,211	924.79	107.4	112.56	67.3	130.23	541	3020.28	95.7	249.45	0.0	0.00
26	13,287	930.12	108.9	114.15	66.9	129.51	546	3049.25	97.0	252.84	0.0	0.00
27	13,138	919.65	109.6	114.82	54.0	104.53	551	3077.39	97.6	254.49	0.0	0.00
28	11,655	815.86	96.2	100.77	34.7	67.23	484	2704.74	85.9	223.80	0.0	0.00
29	14,062	984.34	107.5	112.61	34.7	67.23	539	3009.89	95.7	249.50	0.0	0.00
30	15,339	1073.73	115.1	120.65	34.8	67.28	576	3218.62	102.4	266.94	0.0	0.00
31	14,487	1014.08	107.8	112.94	53.9	104.26	539	3012.93	96.0	250.10	0.0	0.00
TOTAL	334,952	23,447	2,809	2,944	937	1,812	14,100	78,789	1,885	4,913	0	0
AVG	10,805	756.34	91	94.96	30	58.47	455	2541.58	61	158.48	0	0.00
MAX	15,339	1073.73	115	120.65	68	131.27	576	3218.62	102	266.94	0	0.00
MIN	8,002	560.14	74	77.21	0	0.00	367	2050.76	15	38.43	0	0.00
COST	$7,596.70		$5,144.66		$8,428.04		$54,364.32		$1,676.26		$0.00	
$/MG	$23.57		$15.96		$26.15		$168.67		$5.20		$0.00	

Public Water System Name: COBA Water Treatment Plant
PWS ID No.: OK 1021508

Month: March
Year: 2026

Date	pH (by Continuous Reading Analyzers)				Hardness and Alkalinity - Finished Water Grab Samples						
					Hardness (ppm)		Alkalinity (ppm as $CaCO_3$)				$CaCO_3$ Stability
	Membrane Filtrate		Finished Water				Phenol	Phenol	Total	Total	
	Daily Max	Daily Min	Daily Max	Daily Min	AM	PM	AM	PM	AM	PM	
1	7.8	7.8	8.0	7.9	201.00	201.00	0.00	0.00	134.00	132.00	5.00
2	7.8	7.8	8.0	7.9	204.00	202.00	0.00	0.00	133.00	135.00	7.00
3	7.8	7.8	7.9	7.9	208.00	200.00	0.00	0.00	136.00	140.00	11.00
4	7.8	7.7	7.9	7.9	206.00	197.00	0.00	0.00	136.00	131.00	11.00
5	7.7	7.7	7.9	7.8	204.00	201.00	0.00	0.00	135.00	133.00	8.00
6	7.7	7.6	7.8	7.8	206.00	210.00	0.00	0.00	138.00	132.00	6.00
7	7.6	7.5	7.8	7.8	203.00	205.00	0.00	0.00	136.00	134.00	5.00
8	7.5	7.4	7.8	7.8	203.00	204.00	0.00	0.00	136.00	132.00	4.00
9	7.6	7.4	7.8	7.8	209.00	196.00	0.00	0.00	134.00	132.00	4.00
10	7.7	7.4	7.9	7.8	202.00	200.00	0.00	0.00	133.00	137.00	10.00
11	7.5	7.4	7.9	7.9	206.00	191.00	0.00	0.00	137.00	137.00	3.00
12	7.4	7.3	7.9	7.9	199.00	193.00	0.00	0.00	133.00	131.00	4.00
13	7.3	7.2	7.9	7.9	206.00	200.00	0.00	0.00	136.00	131.00	2.00
14	7.2	7.2	7.9	7.9	200.00	206.00	0.00	0.00	133.00	134.00	10.00
15	7.3	7.2	8.0	7.9	195.00	197.00	0.00	0.00	133.00	132.00	8.00
16	7.2	7.2	8.1	8.0	191.00	193.00	0.00	0.00	130.00	130.00	4.00
17	7.2	7.1	8.1	8.1	193.00	195.00	0.00	0.00	128.00	128.00	8.00
18	7.1	7.1	8.1	8.0	189.00	202.00	0.00	0.00	127.00	130.00	3.00
19	7.1	7.1	8.1	8.0	196.00	192.00	0.00	0.00	128.00	128.00	3.00
20	7.1	7.1	8.0	8.0	191.00	207.00	0.00	0.00	130.00	129.00	7.00
21	7.6	7.1	8.0	7.9	192.00	185.00	0.00	0.00	125.00	124.00	5.00
22	7.6	7.5	7.9	7.9	187.00	186.00	0.00	0.00	125.00	122.00	4.00
23	7.6	7.5	8.0	7.9	190.00	181.00	0.00	0.00	124.00	127.00	5.00
24	7.6	7.6	8.0	8.0	187.00	182.00	0.00	0.00	125.00	124.00	4.00
25	7.6	7.5	8.0	8.0	188.00	180.00	0.00	0.00	127.00	130.00	2.00
26	7.6	7.5	8.0	8.0	188.00	178.00	0.00	0.00	133.00	122.00	10.00
27	7.6	7.5	8.0	8.0	185.00	193.00	0.00	0.00	124.00	123.00	1.00
28	7.6	7.5	8.1	8.0	183.00	184.00	0.00	0.00	125.00	120.00	9.00
29	7.5	7.4	8.1	8.0	184.00	182.00	0.00	0.00	125.00	126.00	7.00
30	7.4	7.4	8.1	8.1	192.00	180.00	0.00	0.00	126.00	127.00	6.00
31	7.4	7.3	8.1	8.1	181.00	185.00	0.00	0.00	128.00	125.00	3.00
AVG					**196**	**194**	**0**	**0**	**131**	**130**	**6**
MAX	7.8	7.8	8.1	8.1	209	210	0	0	138	140	11
MIN	7.1	7.1	7.8	7.8	181	178	0	0	124	120	1

Public Water System Name: COBA Water Treatment Plant
PWS ID No.: OK 1021508

Month: March
Year: 2026

Date	Turbidity (NTU) Continuous Reading Analyzers						Chlorine Residual (Total or Free as Noted, mg/L) Continuous Reading Analyzers					
	Finished Water (Highest Reading in 4-hour Period)						Finished Water Total Chlorine (Min. in 4 Hour Period)					
	12:00 AM	4:00 AM	8:00 AM	12:00 PM	4:00 PM	8:00 PM	12:00 AM	4:00 AM	8:00 AM	12:00 PM	4:00 PM	8:00 PM
1	0.03	0.02	0.02	0.02	0.02	0.02	3.48	3.42	3.46	3.51	3.50	3.46
2	0.02	0.02	0.02	0.02	0.02	0.02	3.43	3.51	3.51	3.50	3.48	3.45
3	0.02	0.02	0.02	0.02	0.03	0.02	3.41	3.42	3.44	3.46	3.45	3.44
4	0.02	0.02	0.02	0.02	0.02	0.02	3.56	3.41	3.40	3.44	3.51	3.53
5	0.02	0.02	0.02	0.03	0.02	0.02	3.45	3.58	3.58	3.58	3.55	3.51
6	0.02	0.03	0.02	0.02	0.02	0.02	3.36	3.41	3.42	3.43	3.42	3.39
7	0.02	0.02	0.02	0.02	0.02	0.02	3.48	3.38	3.40	3.45	3.50	3.50
8	0.02	0.02	0.02	0.02	0.02	0.02	3.47	3.46	3.45	3.44	3.44	3.46
9	0.03	0.02	0.02	0.03	0.02	0.02	3.42	3.49	3.49	3.49	3.49	3.44
10	0.02	0.02	0.02	0.02	0.02	0.02	3.42	3.40	3.40	3.42	3.43	3.43
11	0.02	0.02	0.03	0.02	0.02	0.02	3.42	3.38	3.43	3.43	3.43	3.43
12	0.02	0.02	0.03	0.02	0.02	0.02	3.52	3.42	3.42	3.43	3.45	3.50
13	0.02	0.02	0.02	0.03	0.03	0.02	3.48	3.53	3.53	3.51	3.47	3.48
14	0.03	0.02	0.02	0.02	0.03	0.03	3.45	3.51	3.48	3.52	3.52	3.48
15	0.02	0.02	0.02	0.02	0.02	0.03	3.48	3.46	3.46	3.49	3.47	3.48
16	0.03	0.02	0.02	0.03	0.02	0.03	3.48	3.50	3.50	3.50	3.49	3.48
17	0.02	0.03	0.02	0.02	0.02	0.02	3.49	3.48	3.48	3.48	3.49	3.46
18	0.02	0.02	0.02	0.02	0.02	0.02	3.56	3.50	3.49	3.48	3.50	3.52
19	0.02	0.02	0.02	0.03	0.02	0.02	3.66	3.59	3.63	3.65	3.67	3.67
20	0.02	0.03	0.03	0.03	0.03	0.03	3.61	3.68	3.69	3.65	3.62	3.57
21	0.02	0.02	0.03	0.02	0.02	0.02	3.51	3.62	3.62	3.60	3.55	3.54
22	0.02	0.03	0.02	0.02	0.03	0.03	3.39	3.48	3.48	3.44	3.41	3.39
23	0.03	0.02	0.03	0.03	0.03	0.03	3.60	3.42	3.54	3.59	3.59	3.61
24	0.02	0.02	0.02	0.02	0.04	0.02	3.57	3.52	3.60	3.59	3.58	3.58
25	0.03	0.04	0.03	0.03	0.03	0.02	3.58	3.58	3.59	3.55	3.62	3.63
26	0.02	0.02	0.03	0.03	0.02	0.03	3.52	3.58	3.60	3.60	3.55	3.53
27	0.04	0.05	0.03	0.04	0.03	0.03	3.58	3.52	3.53	3.55	3.58	3.56
28	0.03	0.03	0.03	0.02	0.03	0.03	3.61	3.58	3.56	3.56	3.56	3.57
29	0.02	0.03	0.03	0.03	0.03	0.04	3.68	3.63	3.60	3.62	3.64	3.66
30	0.03	0.05	0.03	0.03	0.02	0.03	3.70	3.71	3.73	3.73	3.73	3.72
31	0.04	0.03	0.03	0.02	0.06	0.03	3.58	3.62	3.70	3.68	3.62	3.59
AVG	**0.02**	**0.03**	**0.02**	**0.02**	**0.03**	**0.02**	**3.5**	**3.5**	**3.5**	**3.5**	**3.5**	**3.5**
MAX	0.04	0.05	0.03	0.04	0.06	0.04	3.7	3.7	3.7	3.7	3.7	3.7
MIN	0.02	0.02	0.02	0.02	0.02	0.02	3.4	3.4	3.4	3.4	3.4	3.4

Finished Water Turbidity Summary and Statistics

	No. of Samples	Percent of Total Samples
Turbidity Greater Than 0.5 NTU	0	0
Turbidity Greater Than 0.3 NTU	0	0
Turbidity Greater Than 0.1 NTU	0	0

Total Number of Turbidity Samples	186

PWSID 1021508 SYSTEM COBA WTP MONTH March

*Type of Material Applied **Hydrofluosilicic Acid** YEAR 2026

Date	Water Treated	APPLIED		RESIDUAL F, ppm (RAW)		RESIDUAL F, ppm (FINISHED WATER)	
	1,000s of Gallons	LBS/DAY	PPM of F	AM	PM	AM	PM
1	9,481	0	0.00	0.31	0.43	0.25	0.21
2	9,455	0	0.00	0.46	0.27	0.12	0.09
3	9,435	0	0.00	0.20	0.38	0.22	0.37
4	8,954	0	0.00	0.33	0.41	0.23	0.38
5	8,266	0	0.00	0.29	0.29	0.20	0.39
6	8,000	0	0.00	0.32	0.55	0.18	0.58
7	8,330	0	0.00	0.30	0.39	0.16	0.24
8	8,598	0	0.00	0.31	0.47	0.19	0.23
9	9,479	0	0.00	0.34	0.51	0.18	0.18
10	8,825	0	0.00	0.18	0.39	0.10	0.16
11	8,413	0	0.00	0.26	0.28	0.11	0.55
12	8,232	0	0.00	0.33	0.22	0.18	0.04
13	9,075	0	0.00	0.31	0.34	0.23	0.23
14	9,221	0	0.00	0.29	0.61	0.20	0.47
15	9,083	0	0.00	0.34	0.28	0.19	0.17
16	8,703	0	0.00	0.31	0.32	0.13	0.23
17	8,528	0	0.00	0.24	0.20	0.07	0.19
18	9,285	0	0.00	0.41	0.52	0.23	0.40
19	10,840	0	0.00	0.30	0.25	0.21	0.26
20	11,028	0	0.00	0.21	0.50	0.14	0.34
21	11,638	0	0.00	0.20	0.18	0.20	0.25
22	11,673	0	0.00	0.26	0.19	0.15	0.18
23	11,530	0	0.00	0.06	0.17	0.12	0.00
24	11,260	0	0.00	0.04	0.31	0.12	0.18
25	11,948	0	0.00	0.17	0.28	0.05	0.04
26	12,207	0	0.00	0.26	0.28	0.02	0.27
27	11,917	0	0.00	0.27	0.40	0.14	0.14
28	10,675	0	0.00	0.27	0.57	0.17	0.43
29	11,838	0	0.00	0.29	0.36	0.21	0.22
30	12,788	0	0.00	0.33	0.25	0.25	0.05
31	11,804	0	0.00	0.11	0.44	0.09	0.23
Total	310,507	0					
Avg.	10,016	0	0.00	0.27	0.36	0.16	0.25

*Example: Sodium Fluoride, Sodium Fluorosilicate (Sodium Silicofluoride), and Fluorosilicic Acid (Hydrofluosilicic Acid)

It is required that this report be received by the 10th of the following month.

SEND TO: OSDH-Dental Health Services AND
1000 N.E. Tenth Street
Oklahoma City, OK 73117-1299

Dept of Environmental Quality
PO Box 1677
Oklahoma City, OK 73101-1677

I hereby certify the above to be correct to the best of my knowledge.

Signed Lou Ann Fisher

Title: Water Plant Manager

City **Broken Arrow**

ODH Form No. 561 / DEQ Form 631-001

Notes: Fluoride feed offline for tank inspection and feed system repairs.

Public Water System Name: COBA Water Treatment Plant
PWS ID No.: OK 1021508
Month: March
Year: 2026

Date	Distribution Total Chlorine mg/L A.M. Sample				Distribution Total Chlorine mg/L P.M. Sample			
	Time	Location	mg/L	Sampler	Time	Location	mg/L	Sampler
1	10:34	35600 E. 66th St. S.	3.60	T.R.	17:18	6057 S. 353rd E. Ave.	3.40	T.R.
2	09:21	2513 E. Dallas St.	3.30	M.L.	13:21	5005 S. Lions Ave.	3.40	M.L.
3	9:46	4608 W Eagle Pass St.	3.20	ML	12:47	1903 W. Rockport Pl.	3.80	ML
4	10:07	7301 S. Nyssa Ave.	3.10	ML	1:25	1217 E. Houston St.	3.30	ML
5	09:03	7213 S. Dennis Blvd.	3.70	M.L.	12:49	1005 N. Willow Ave.	3.40	M.L.
6	9:20	4205 E Omaha St.	3.60	ML	13:25	905 S Narcissus Ave.	3.50	ML
7	0812	6057 S 353rd E Ave	3.20	ME	15:16	36500 E 66th St. S.	3.30	ME
8	11:43	2909 E. Montpelier St.	3.30	R.M.	12:36	1903 W. Rockport Pl.	3.20	R.M.
9	9.08	515 W. Quapah Pl	3.20	ML	12:41	7213 S. Dennis Blvd.	3.50	ML
10	8:27	13725 S. 124th E. Ave.	3.00	ML	12:09	5005 S. Lions Ave.	3.30	ML
11	9:02	2909 E Montpelier St.	3.20	ML	12:12	702 E. Mason Dr.	3.50	ML
12	9:42	1909 S. Gardenia Ave.	2.70	ML	1:45	4117 S. Elm Ave.	3.00	ML
13	8:12	2613 N 10th Street E.	3.30	AR	12:02	2408 W Yuma St.	3.20	AR
14	11:47	322 W Detroit St.	3.10	ME	12:20	4705 S Elm Pl.	3.30	ME
15	11:38	2700 N. 7th St.	3.60	T.R.	12:37	1105 W. Nashville St.	3.50	T.R.
16	10:09	322 W. Detroit St.	2.60	M.L.	13:56	2909 E. Montpelier St.	3.00	M.L.
17	10:14	12314 E. 126th Pl.	2.70	M.L.	14:00	1903 W. Rockport Pl.	2.90	M.L.
18	09:16	3706 S. Orange Cir.	2.40	M.L.	13:51	605 S. Elder Ave.	2.50	M.L.
19	8:12	4909 S Oak Ave.	3.30	AR	12:09	2505 E Omaha St.	3.30	AR
20	08:50	4417 W. Vandalia St.	3.10	M.L	12:38	301 W. New Orleans St.	3.90	M.L
21	11:41	2513 E. Dallas St.	3.70	S.B	12:13	702 E. Mason Dr.	3.70	S.B
22	06:00	6575 369th E. Ave.	3.60	J.B.	16:12	36500 E. 66th St. S.	3.40	T.R.
23	8:34	109 E. Juneau St.	2.90	AR	12:27	2907 W. Washington Pl.	3.10	AR
24	8:30	1821 S. Willow Ave.	2.90	AR	1:20	2509 E. Dallas St.	3.00	AR
25	9:51	4608 W. Eagle Pass St.	3.10	ML	12:03	804 N. 1st St.	2.90	ML
26	8:23	2101 W. Gary St.	3.20	ML	12:00	608 E. Pensacola St.	3.20	ML
27	09:12	1701 S. Van Buren Ct.	3.40	M.L.	14:44	2221 W. Memphis Pl.	3.10	M.L.
28	11:41	2513 E Dallas St.	3.70	ME	12:10	4755 S Aspen Ave.	3.30	ME
29	11:44	2909 E. Montpelier St.	3.60	R.M.	13:09	1903 W. Rockport Pl.	3.40	R.M.
30	10:38	2313 S. Elder Ave.	3.20	ML	12:42	2500 E. Oakland St.	3.40	ML
31	09:34	600 W. Madison St.	3.50	M.L.	14:25	4800 S. Brich Ave.	3.50	M.L.
		Average	3.23			Average	3.30	
		Min.	2.40			Min.	2.50	
		Max.	3.70			Max.	3.90	

City of Broken Arrow

Request for Action

File #: 26-595, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05-05-2026

Title:
Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of March 2026

Background:
In an effort to provide the Authority and the Public more information with respect to our community's wastewater collection and treatment at the City's Lynn Lane Wastewater Treatment Plant, the Utilities Department staff is attaching a copy of the March 2026 Oklahoma Department of Environmental Quality (ODEQ) Discharge Monitoring Report (DMR) submitted to ODEQ on April 15, 2026.

Over the course of the month of March 2026, the total wastewater collected, treated and discharged was 191.151 million gallons (MG). The average daily effluent flow was 5.428 MG.

This report will be updated on a monthly basis. Staff recommends the Authority acknowledge submittal of the Report.

Cost: None

Funding Source: None

Requested By: Timothy S. Robins, PE, Utilities Department Director

Approved By: City Manager's Office

Attachments: March Discharge Monitoring Report
March Monthly Operational Report

Recommendation:
Acknowledge submittal of the March 2026 Monthly Discharge Monitoring Report

National Pollutant Discharge Elimination System *(NPDES)*
Oklahoma Department of Environmental Quality Discharge Monitoring Report *(DMR)*

PERMITTEE NAME: City of Broken Arrow
PERMIT NUMBER: *OK0040053*
MAILING ADDRESS: P.O. Box 610, Broken Arrow, OK 74013
MONITORING POINT: 001A
COUNTY: Tulsa
FACILITY: Broken Arrow WWT
LOCATION: NESESES11T17NR14EIM, Broken Arrow, OK 74013
Monitoring Period : 2026-03-01 To: 2026-03-31
NO DISCHARGE FROM SITE: ( )

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
		Average	Maximum		Minimum	Average	Maximum				
BOD, 5-DAY (20 DEG. C) PARAM CODE: 00310 Stage Code: 1 Effluent Gross	Sample Measurement	131.30	*****	26 lbs/day	*****	2.98	3.90	19 mg/l	0	Five Per Week	COMP12
	Permit Requirement	2001.6 Monthly Average	*****		*****	30 Monthly Average	45 Weekly Average			Five Per Week	COMP12
PH PARAM CODE: 00400 Stage Code: 1 Effluent Gross	Sample Measurement	*****	*****		7.0	*****	7.4	12 S.U.	0	Daily	GRAB
	Permit Requirement	*****	*****		6.5 Minimum	*****	9.0 Maximum			Daily	GRAB
SOLIDS, TOTAL SUSPENDED PARAM CODE: 00530 Stage Code: 1 Effluent Gross	Sample Measurement	150.46	*****	26 lbs/day	*****	3.41	7.80	19 mg/l	0	Five Per Week	COMP12
	Permit Requirement	2001.6 Monthly Average	*****		*****	30 Monthly Average	45 Weekly Average			Five Per Week	COMP12
FLOW, IN CONDUIT OR THRU TREATMENT PLANT PARAM CODE: 50050 Stage Code: 1 Effluent Gross	Sample Measurement	5.428	10.057	03 MGD	*****	*****	*****		0	Daily	TOTALZ
	Permit Requirement	Report Monthly Average	Report Maximum Daily		*****	*****	*****			Daily	TOTALZ
E.COLI PARAM CODE: 51040 Stage Code: 1 Effluent Gross	Sample Measurement	*****	*****		*****	39.1	75.2	30 MPN/100mL	0	Weekly	GRAB
	Permit Requirement	*****	*****		*****	630 Geometric Mean	2030 Maximum Daily			Weekly	GRAB
SOLIDS, TOTAL DISSOLVED-180 DEG.C PARAM CODE: 70300 Stage Code: 1 Effluent Gross	Sample Measurement	22280	*****	26 lbs/day	*****	577	577	19 mg/l	0	Monthly	COMP12
	Permit Requirement	77929 Monthly Average	*****		*****	1168 Monthly Average	1168 Maximum Daily			Monthly	COMP12
MERCURY, TOTAL (AS HG) PARAM CODE: 71900 Stage Code: 1 Effluent Gross	Sample Measurement	0.0019	*****	26 lbs/day	*****	< 0.05	< 0.05	28 ug/l	0	Monthly	COMP12
	Permit Requirement	0.0635 Monthly Average	*****		*****	0.952 Monthly Average	1.9 Maximum Daily			Monthly	COMP12

Name/Title of Principal Executive Officer Or Authorized Agent	I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.	Signature of Principal Executive Officer Or Authorized Agent	Telephone No
WRF Manager		David Handy	539-250-4191

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

City of BROKEN ARROW
Where opportunity lives

MONTHLY OPERATIONAL REPORT

City of Broken Arrow Lynn Lane Water Reclamation Facility

March-26

| | | WEATHER | | | INFLUENT | | | | | | | | EAST OXIDATION DITCH | | | | | WEST OXIDATION DITCH | | | | | SLUDGE WASTING | | | | | DIGESTER | | | FINAL EFFLUENT | | | | | | | |

City of Broken Arrow

Request for Action

File #: 26-631, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05/05/2026

Title:

Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 26 financial statements for year ending June 2026

Background:
Two years ago, we made the switch from Crawford & Associates to Arledge & Associates to prepare our financial statements due to a shortage in staff at Crawford & Associates. The first year that Arledge prepared our financials they were late in preparing our statements. Before we engaged them for last fiscal year (FY25), I informed Jake Winkler (partner) that I expected that our financial statement would be completed no later than February 28, 2026, or we would engage in another firm. Arledge & Associates made this deadline. Therefore, staff is proposing to engage Arledge & Associates for FY 26.

Fee Schedule

Prepare the Comprehensive Financial Statements- this will be billed at an hourly rate not to exceed $63,000

Audit the financial statements according to the accounting standards and presented fairly, in all material respects in conformity with GAAP. $75,000

Single audit- (grants) $7,000

Cost: $145,000

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 2026 Engagement Letter

Recommendation:
Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 26 financial statements ending June 2026

Arledge
certified public accountants

FY-2026 AUDIT ENGAGEMENT LETTER

April 29, 2026

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, 2026.

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, 2026. 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 $75,000. 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 $63,000 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. 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, and 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.

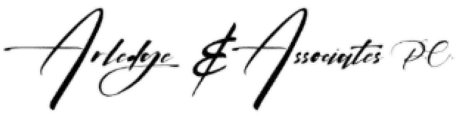
Cost of Consequential Damages

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 #: 26-582, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05-05-2026

Title:
Approval of and authorization to execute Amendment 1 to Agreement for Professional Services with Holloway, Updike, and Bellen, Inc. (HUB) for the Dresser Rand Lift Station Rehabilitation (Project No. S.26020)

Background:
Engineering and Construction Department negotiated a Professional Consultant Agreement with Holloway, Updike, and Bellen, Inc. (HUB) to design and prepare construction documents, assist during bidding and construction, and prepare construction contract closeout documents for the Dresser Rand Lift Station project. The negotiated amount was $206,000.00. A change in scope has occurred that reduces the fee of the original Professional Consultant Agreement. This amendment is to reduce the agreement fee to $100,000.00.

Cost: $0

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Amendment 1 for Dresser Rand LS Project with HUB-S.26020

Recommendation:
Approve and authorize execution of Amendment 1 to Agreement for Professional Services with Holloway, Updike, and Bellen, Inc. (HUB) for the Dresser Rand Lift Station Rehabilitation (Project No. S.26020)

AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HOLLOWAY, UPDIKE AND BELLEN, INC.

PROJECT NAME: DRESSER RAND LIFT STATION REHABILITATION
PROJECT NO. S.26020

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of _____ 2026, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and Holloway, Updike and Bellen, Inc., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an AGREEMENT dated January 20th, 2026 "ORIGINAL AGREEMENT" for services as set forth in said AGREEMENT; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for improvements to the Dresser Rand Lift Station at 20600 E. 81st Street, Broken Arrow, OK.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to reduce the project scope and compensation by removing gravity sewer and force main construction from the project and reducing the proposed capacity of Dresser Rand Lift Station to 100 gpm; and

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 1 shall hereinafter collectively be referred to as the "AGREEMENT"; and

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

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

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

1. PROJECT SCOPE.
This Amendment requires CONSULTANT to reduce the project scope by removing design for the replacing the Dresser Rand Lift Station force main and upsizing downstream gravity sewer. The Amendment also reduces the design capacity of the Dresser Rand Lift Station to 100 gpm.

2. CHANGE IN AGREEMENT AMOUNT.
As compensation for the reduction in scope, OWNER shall pay CONSULTANT in accordance with the terms as a change in the AGREEMENT amount (as detailed in Attachment C-1);

Original AGREEMENT Amount executed January 20, 2026	$206,000.00
Amendment No. 1 (Reduction to Original A/E)	$-106,000.00
Revised Total AGREEMENT Amount	$100,000.00

3. AMENDED PROJECT SCHEDULE
The schedule for Amendment No. 1 is 150 days from Notice to Proceed (as detailed in Attachment E-1).

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.
This Amendment No. 1 is effective upon signature of both parties.

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

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

OWNER:
Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

CONSULTANT:
Holloway, Updike and Bellen, Inc.

By: _____
Stephen Tolar, P.E., S.E., President

Date: 4-28-2026

(CORPORATE SEAL, IF APPLICABLE)

HOLLOWAY, UPDIKE & BELLEN, INC. CORPORATE SEAL OKLAHOMA

Attest: _____
Tiffany Hilton, Assistant-Secretary

Date: 4/28/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 28th day of April, 2026, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Holloway, Updike and Bellen, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

10/01/28

TIFFANY HILTON NOTARY PUBLIC #04008955 EXP. 10-01-2028 STATE OF OKLAHOMA

Tiffany Hilton

Notary Public

ATTACHMENT C-1

TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)
FOR
DRESSER RAND LIFT STATION REHABILITATION
PROJECT NO. S.26020

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described and shall be made a part of the AGREEMENT dated the ___ day of _____, 2026.

1.0 BASIC COMPENSATION

The basic compensation for the 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 FACT Engineering Report: The OWNER shall pay the CONSULTANT a lump sum amount of $8,000.00 for the completion of the Engineering Report. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $41,000.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $35,000.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Bid Assistance Phase: The OWNER shall pay the CONSULTANT NTE amount of $5,000.00 for the completion of the Bid Assistance Phase Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.5 Construction Services Phase: The OWNER shall pay the CONSULTANT NTE amount of $5,000.00 for the completion of the Construction Phase Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.6 Record Drawing Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $6,000.00 for preparation of record drawings in electronic media (AutoCAD 2025 or earlier version) and PDF format.

1.7 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,

2026 for architectural / engineering services.

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the 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 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 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 E-1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY(OWNER)
AND
HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)
FOR
DRESSER RAND LIFT STATION REHABILITATION
PROJECT NO. S.26020

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the___day of _____, 2026.

1.0 PRELIMINARY DESIGN PHASE:

1.1 Notice to Proceed: May 6, 2026
1.2 Prepare FACT Engineering Report: May 6 – July 15, 2026
1.3 Submit FACT Engineering Report: July 16, 2026
1.4 OWNER Review of FACT Engineering Report: July 17 – July 31, 2026
1.5 Prepare Preliminary Plans, Preliminary Technical Specifications, Right-of-Way/Easement Documents if needed, and Preliminary Construction Cost Estimate: May 6 – July 22, 2026
1.6 Submit Preliminary Plans Preliminary Technical Specifications, Right-of-Way/Easement Documents if needed, and Preliminary Construction Cost Estimate: July 23, 2026
1.7 OWNER Review: July 27 – August 10, 2026

2.0 FINAL DESIGN PHASE:

2.1 Notice to Proceed: August 11, 2026
2.2 Prepare final plans and specifications: August 11 – November 3, 2026
2.3 Prepare final cost estimate: August 11 – November 3, 2026
2.7 Submit final plans, specifications & cost estimate: November 4, 2026
2.8 OWNER Review: November 4 – November 18, 2026
2.9 Prepare bid documents (plans and specifications): November 19 – December 10, 2026
2.10 Submit bid documents: December 11, 2026

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

City of Broken Arrow

Request for Action

File #: 26-636, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05-05-2026

Title:

Approval of and authorization to execute the Utility Crossing Agreement with Mayes Solar, LLC

Background:

This agreement establishes the terms under which the City of Broken Arrow, as the easement holder, allows a third party to install and operate solar transmission equipment across a raw water pipeline easement in Mayes County. The existing easement supports infrastructure (OOWA waterline) that is currently inactive but can deliver raw water to the Verdigris River Water Treatment Plant, making its protection a top priority. The agreement acknowledges that the proposed project can coexist with the City's facilities, provided it is constructed and maintained in a way that does not increase risk to public safety or damage to the City's water transmission infrastructure.

At its core, the intent of the agreement is to permit the crossing of the City's waterline easement while maintaining full control over how that work is designed, reviewed, and constructed. The City retains authority to review and approve all plans in advance, require proper notice before construction, and ensure that strict engineering standards, such as minimum vertical separation from the waterline are met. These provisions are designed to protect the integrity of the City's infrastructure and ensure that any new installations are compatible with long-term operations and maintenance needs.

The agreement also clearly assigns responsibility to the project developer (Mayes Solar, LLC) for all costs, risks, and ongoing obligations associated with their facilities. This includes construction, maintenance, repairs, regulatory compliance, and restoration of the site after work is completed. The developer is required to carry insurance, provide financial assurances for restoration, and indemnify the City against claims arising from their activities. These terms ensure that taxpayers are not exposed to financial liability or operational risk as a result of the private project.

Finally, the agreement preserves the City's long-term flexibility to operate and maintain its water system. If the installed facilities ever interfere with the City's pipeline, the City retains the right to require relocation or modification at the developer's expense. Additional requirements, such as as-built documentation and compliance with Oklahoma law, ensure accurate records and enforceability. Overall, the agreement is structured to allow economic development to proceed while safeguarding critical public infrastructure and maintaining the City's authority over its utility systems.

Cost: $0.00

Funding Source: Utilities Department

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

Approved By: City Manager's Office

Attachments: Utility Crossing Agreement with Mayes Solar, LLC

Recommendation:
Approve and execute the Utility Crossing Agreement with Mayes Solar, LLC

Recording Requested by and
When recorded mail to:

Mayes Solar, LLC
c/o Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, TX 75206
Attn: Legal Department

CROSSING AGREEMENT

This **CROSSING AGREEMENT** (the "**Agreement**") is executed this ____ day of _____, 2026 ("**Effective Date**"), by and between the City of Broken Arrow, Oklahoma, a municipal corporation, whose address is 485 N Poplar Ave., Broken Arrow, OK 74012 ("**Grantor**") and Mayes Solar, LLC, a Delaware limited liability company whose address is 6688 N. Central Expressway, Suite 500, Dallas, TX 75206 ("**Grantee**"). Grantor and Grantee are sometimes referred to herein singularly as a "**Party**," and collectively as the "**Parties**."

RECITALS:

WHEREAS, Grantor is the current easement holder under certain Water Line Easements more fully described on Exhibit A attached hereto and made a part hereof (the "**Easements**") which affects certain real property located in Mayes County, Oklahoma (the "**Easement Property**"), a portion of which is more particularly described on Exhibit A (the "**Subject Parcels**"); and the Easements are for Grantor's critical raw water transmission pipeline used to supply potable water to the citizens of Broken Arrow;

WHEREAS, Grantee is the current Lessee under that certain Ground Lease more fully described on Exhibit B attached hereto and made a part hereof (the "**Grantee Lease**"), which encumbers land that is subject to the Easement and includes portions of Subject Tracts;

WHEREAS, Grantee proposes to construct, use and maintain (and ingress and egress to and from) transmission equipment and systems (the "**Project Facilities**") and to conduct surveys and environmental, biological, cultural geotechnical and other tests, all within, over, around, upon, and across Subject Parcel in the areas more particularly described/depicted in Exhibit C attached hereto (collectively, the "**Crossing Area**"); and

WHEREAS, Grantor (i) has determined that such construction, use, operations, maintenance, testing and access will not cause an increase in risk to the public or an increase in risk of damage to Grantor's Easement and appurtenant structures within the Crossing Area; and (ii) is willing to consent to the execution of the Grantee Lease and Grantee's construction, maintenance, and use of the Project Facilities within the Crossing Area in accordance with the terms and conditions this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants Grantee permission to construct, use, repair, replace, and maintain, the Project Facilities crossing the Easement Area (collectively, the "**Permitted Crossings**") in, over, and across the Easement Area, and the related

ingress and egress and testing described above and set forth in the Grantee Lease, all subject to the following terms and conditions, and incorporating the WHEREAS provisions above into this Agreement:

1. Subject to the terms of this Agreement, Grantor consents to the execution of the Grantee Lease. In the event of a conflict or ambiguity between the terms of this Agreement or the terms of the Grantee Lease, the terms of this Agreement shall control.

2. Grantor hereby consents to the construction, use, repair, maintenance, replacement and installation of the Permitted Crossings within the Easement Area and the related ingress and egress and testing as described above and in the Grantee Lease and in compliance with all legal and regulatory requirements, the City of Broken Arrow's Standard Construction Specifications (to the extent applicable, and the provisions of this Agreement.

3. Grantee agrees to maintain a minimum of Eight (8) feet of separation below the depth of the existing City of Broken Arrow water pipeline through the entirety of the existing Easements as outlined in Exhibit C (or the approved Plan, whichever is more restrictive). Grantee shall, prior to construction, perform elevation verifications at each crossing location for the existing City of Broken Arrow waterline within noted easement. Excavation shall be performed through vacuum or hyrdo excavation and all appropriate underground utility locates shall be active. Grantee shall confirm these elevations and proposed utility installation grades with the Grantor prior to construction. Grantee shall provide pre-construction survey data and post-installation as-built verification confirming compliance with this separation requirement prior to backfilling any excavation.

4. With regard to Grantee's plans for and construction of the Project Facilities, it is agreed that prior to construction of the Project Facilities that Grantee shall furnish Grantor with copies of a plan, description, and location (herein the "**Plan**") of the proposed Project Facilities to be located within the Easement Area for the review and prior written approval of Grantor.

5. Grantee agrees to notify Grantor at least forty-eight (48) hours in advance of constructing any Project Facilities within the Easement Area, in order to permit Grantor to have its representative present (at Grantee's expense if Grantor elects to have a representative present during any construction, testing, or backfill activities). Primary contact for Grantor shall be the City of Broken Arrow Utilities Department – Jerry Hanewinkel; (539)357-1487.

6. Grantee agrees to keep the Project Facilities within the Easement Area in a neat and safe condition and clear of all obstructions. Grantee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Project Facilities. At the conclusion of any construction, Grantee shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of Grantee's construction thereon or in proximity thereto, as reasonably determined by Grantor, and Grantee shall furnish a performance bond or irrevocable letter of credit in an amount and form satisfactory to Grantor to secure such restoration obligations.

7. Grantee, at Grantee's sole expense, shall maintain and operate the Project Facilities. Grantor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of Grantee's Project Facilities.

8. Grantee assumes all risks and liability resulting or arising from or relating to Grantee's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement

Area. It is further agreed that Grantor shall not be liable for any damage to the Project Facilities as a result of Grantor's use or enjoyment of its Easements. Damages to Grantor's facilities, surface damages, any and all other damages and/or incurred fines caused by Grantee or its agents, employees, invitees, contractors or subcontractors with respect to the construction, maintenance or operation of any Project Facilities shall be repaired or replaced by Grantee, at Grantee's sole cost and expense (or reimbursed to Grantor upon invoice if Grantor performs the repair).

9. GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS GRANTOR, AND ITS LANDLORD, AND EACH OF THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ANY CLAIM, DEMAND, SUIT, EXPENSE, OR LIABILITY (COLLECTIVELY, "CLAIMS") TO THE EXTENT ARISING OUT OF GRANTEE'S EXERCISE OF THE RIGHTS GRANTED IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL DAMAGE, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR DEATH (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE). GRANTEE SHALL DEFEND GRANTOR UPON REQUEST. HOWEVER, GRANTEE SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR, ITS AFFILIATES, CONTRACTORS AND AGENTS, AND EACH OF THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, INVITEES OR REPRESENTATIVES (TO THE EXTENT SUCH CLAIMS ARE NOT CONTRIBUTED TO BY THE ACTIONS OF GRANTEE).

10. The covenants contained in this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Parties, their personal representatives, heirs, successors, assigns, lessees, grantees, and beneficiaries. The Parties shall have the right to assign the rights herein granted in whole or in part without consent of the other (provided Grantee gives Grantor written notice of any assignment within thirty (30) days thereafter). The Parties agree that this Agreement may be recorded.

11. Unless otherwise specified in the Agreement, any notice, request, instruction, or other document to be given pursuant to this Agreement by either Party to the other shall be in writing (a) delivered personally and acknowledged, (b) by facsimile, (c) electronically (d) by commercial courier, or (e) by certified mail, postage prepaid, return receipt request, as follows:

TO: GRANTEE

Mayes Solar, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

Attn: Legal Department

TO: GRANTOR

City of Broken Arrow

485 N Poplar Ave, Broken Arrow, OK 74012

Attn: _____City Attorney_____

Either Party may change its representative or the address to which notice shall be directed by any form of written notice to the other Party as specified above. Such change shall become effective ten (10) business days after receipt of such notice.

12. Nothing contained herein shall be construed to abrogate or relinquish any rights granted by the Lease. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

13. Insurance. Prior to commencing any work in the Easement Area and at all times during the term of this Agreement (and for at least five (5) years thereafter or until all Project Facilities are removed, whichever is later), Grantee shall maintain, at its sole expense, the following insurance coverages with insurers rated A-VII or better by A.M. Best: (a) Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, including contractual liability, products/completed operations, and broad-form property damage; (b) Automobile Liability insurance with a combined single limit of not less than $1,000,000; (c) Workers' Compensation insurance as required by law; and (d) Pollution/Environmental Impairment Liability insurance with limits of not less than $1,000,000. All policies shall name Grantor as an additional insured on a primary and non-contributory basis, contain a waiver of subrogation in favor of Grantor, and require at least thirty (30) days' prior written notice to Grantor of cancellation or material change. Grantee shall provide certificates of insurance (and endorsements) to Grantor prior to any work and upon request thereafter.

14. Relocation. If Grantor reasonably determines that the Permitted Crossings or Project Facilities materially interfere with the operation, maintenance, repair, replacement, relocation, or protection of the water pipeline or Easements, Grantor shall provide written notice describing such interference. Grantee shall, at its sole cost and expense, relocate, modify, or remove the affected facilities as reasonably directed by Grantor within sixty (60) days, or such longer period as reasonably necessary under the circumstances.

If relocation outside the Premises is required, Grantor shall use commercially reasonable efforts to provide a substitute location on Grantor's property adjacent to or in close proximity to the Premises that is reasonably suitable for Grantee's use. If provided, the parties shall enter into Grantor's then-standard form agreement for such location, subject to reasonable modifications.

Grantee shall not be required to relocate to the extent the interference is caused by Grantor's subsequent improvements or failure to properly maintain its facilities. Notwithstanding the foregoing, Grantee shall promptly make emergency changes and minor adjustments as reasonably requested by Grantor.

15. As-Builts. Within thirty (30) days after completion of any Permitted Crossings, Grantee shall deliver to Grantor certified "as-built" drawings (signed and sealed by a licensed Oklahoma professional engineer) accurately depicting the location, depth, and all details of the Permitted Crossings.

16. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Oklahoma without regard to conflict of laws principles. Any action arising out of or relating to this Agreement shall be brought exclusively in the District Court of Tulsa County, Oklahoma.

17. Attorneys' Fees. In any action or proceeding to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party.

18. Entire Agreement; Amendments. This Agreement (including Exhibits) constitutes the entire agreement between the parties and supersedes all prior understandings. No amendment shall be effective unless in writing and signed by both parties.

19. Filing of Final Agreement; Grantee shall, at its sole expense, file the final fully executed agreement with the appropriate county assessor's office as associated with each individual impacted parcel.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

"GRANTOR"

Broken Arrow Municipal Authority

By: _____

Name: Michael Spurgeon, General Manager_____

Attest: _____
Secretary [Seal]

Date: _____

Approved as to form:

Trevor Dennis
Assistant City Attorney

ACKNOWLEDGMENT

STATE OF OKLAHOMA §

COUNTY OF TULSA §

This instrument was acknowledged before me this _____ day of _____2026, by_____, _____ of the Broken Arrow Municipal Authority, on behalf of said municipal authority.

_____
Notary Public in and for
THE STATE OF OKLAHOMA
[If impression notary seal is used, please complete the *following]*
Print Name:_____
My Commission Expires:_____

"GRANTEE"

Mayes Solar, LLC

a Delaware limited liability company

By: _____

Name: Christopher Loehr

Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 29 day of April 2026, by Christopher Loehr, as Authorized Signatory of Mayes Solar, LLC, a Delaware limited liability company, on behalf of the company.

_____

Notary Public in and for
THE STATE OF TEXAS
[If impression notary seal is used, please complete the following]
Print Name: Adam Schappaugh
My Commission Expires: 10/7/28

ADAM SCHAPPAUGH
Notary ID #132715016
My Commission Expires
October 7, 2028

EXHIBIT A

WATER LINE EASMENT PARCEL DESCRIPTIONS

50' Easement Recorded on August 4, 1980, in Book 580, Page 797 in Mayes County, Oklahoma

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION ELEVEN (11), TOWNSHIP TWENTY (20) NORTH, RANGE EIGHTEEN (18) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY AND PLAT THEREOF.

50' Easement Recorded on August 4, 1980, in Book 580, Page 800 in Mayes County, Oklahoma

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION ELEVEN (11), TOWNSHIP TWENTY (20) NORTH, RANGE EIGHTEEN (18) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY AND PLAT THEREOF.

50' Easement Recorded on August 4, 1980, in Book 580, Page 795 in Mayes County, Oklahoma

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP TWENTY (20) NORTH, RANGE EIGHTEEN (18) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY AND PLAT THEREOF.

30' Easement Recorded on April 15, 1981, in Book 588, Page 7 in Mayes County, Oklahoma

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP TWENTY (20) NORTH, RANGE EIGHTEEN (18) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY AND PLAT THEREOF.

50' Easement Established by Order No. C-80-249

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION ELEVEN (11), TOWNSHIP TWENTY (20) NORTH, RANGE EIGHTEEN (18) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY AND PLAT THEREOF.

EXHIBIT B

GRANTEE LEASE - LEGAL DESCRIPTION OF LAND

Tract 1:

The East Half of the Northeast Quarter (E/2 of NE/4) and the North Half of the Northwest Quarter of the Northeast Quarter (N/2 of NW/4 of NE/4) and the Southwest Quarter of the Northwest Quarter of the Northeast Quarter (SW/4 of NW/4 of NE/4) of Section 11, Township 20 North, Range 18 East of the Indian Base and Meridian, Mayes County, Oklahoma. (1333/976)

Tract 2:

The West Half of the Southwest Quarter of the Northeast Quarter lying West of the M. K. & T. Railroad Right-of-Way (W/2 of SW/4 of NE/4 lying W of RR), and the Northwest Quarter of the Northwest Quarter (NW/4 of NW/4) and the North Half of the South Half of the Northwest Quarter (N/2 of S/2 of NW/4) and the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW/4 of SW/4 of NW/4) and the West Half of the West Half of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (W/2 of W/2 of SE/4 of SW/4 of NW/4) and the East 495 feet of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter (E/495 of SW/4 of SE/4 of NW/4) and the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE/4 of SE/4 of NW/4) and the East 495 feet of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (E/495 of NW/4 of NE/4 of SW/4) and the Northeast Quarter of the Northeast Quarter of the Southwest Quarter (NE/4 of NE/4 of SW/4), all in Section 12, Township 20 North, Range 18 East of the Indian Base and Meridian, Mayes County, Oklahoma. (1333/966)

Tract 3:

The Northeast Quarter of the Northwest Quarter (NE/4 of NW/4) and the portion of the Northwest Quarter of the Northeast Quarter lying west of the railroad right-of-way (NW/4 of NE/4 lying W of RR) of Section 12, Township 20 North, Range 18 East of the Indian Base and Meridian, Mayes County, Oklahoma. (1402/641)

Tract 4:

The North Half of the Northwest Quarter (N/2 of NW/4) and the Southeast Quarter of the Northwest Quarter (SE/4 of NW/4) of Section 11, Township 20 North, Range 18 East of the Indian Base and Meridian, Mayes County, Oklahoma. (1458/508)

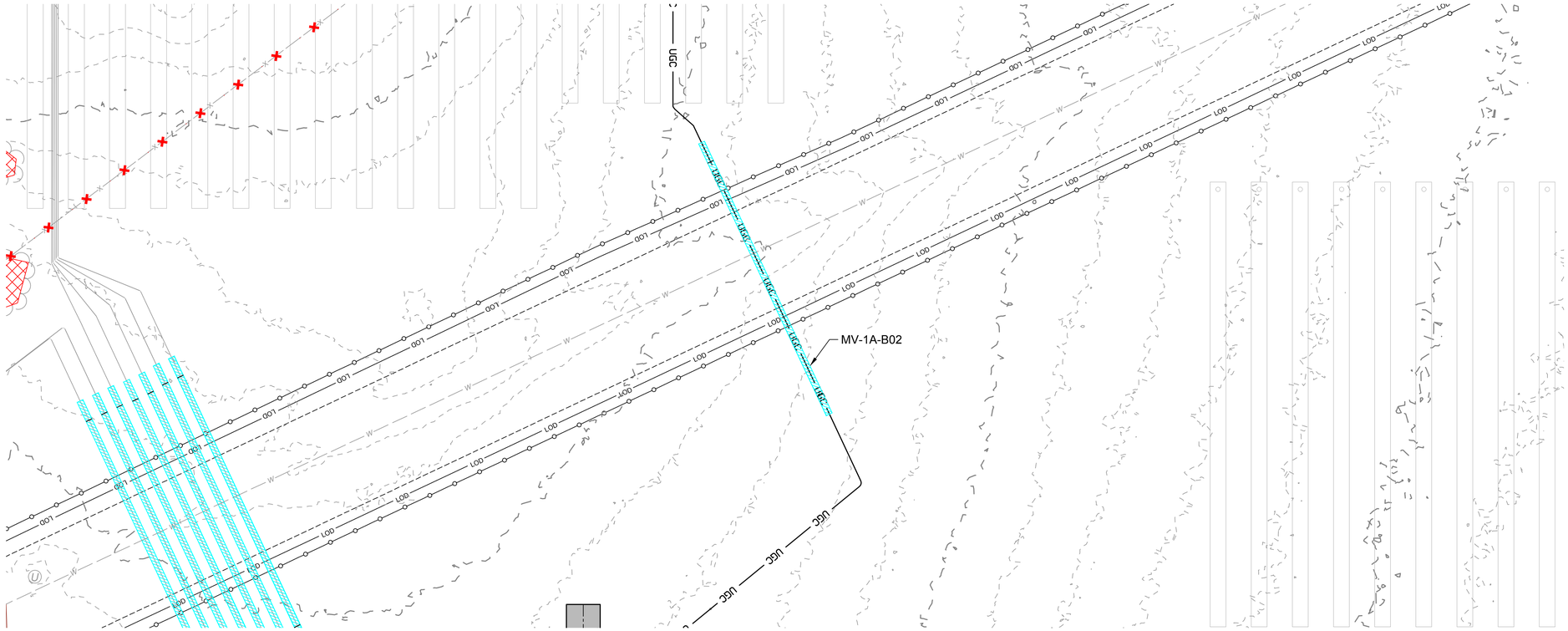
Tract 5:

The Southeast Quarter of the Northwest Quarter of the Northeast Quarter (SE¼ NW¼ NE¼) and the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) and the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) and the North Half of the Southwest Quarter (N½ SW¼) LESS AND EXCEPT the North 150 feet of the West 440 feet of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter (NW¼ NW¼ SW¼) and LESS AND EXCEPT the West 200 feet of the North 250 feet of the South 879 feet of the West Half of the Northwest Quarter of the Southwest Quarter (W½ NW¼ SW¼) all in Section Eleven (11), Township Twenty (20) North, Range Eighteen (18) East of the Indian Base and Meridian, Mayes County, Oklahoma. (1458/525)

EXHIBIT C

PROJECT FACILITIES

[Intentionally Removed Prior to Recording]



EXISTING LEGEND

- PROJECT BOUNDARY
- OUTSIDE OF PROJECT BOUNDARY
- CULTURAL AREA
- NONJURISDICTIONAL WETLANDS
- JURISDICTIONAL WETLANDS
- JURISDICTIONAL OPEN WATER
- TREELINE
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- MAJOR CONTOUR
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- UTILITY POLE
- BUILDINGS

DEMOLITION LEGEND

- TREES TO BE REMOVED (CLEARED AND GRUBBED*)
- ITEMS TO BE REMOVED

PROPOSED LEGEND

- 16' PRIMARY ACCESS ROAD
- INVERTER
- UGC — UGC — COLLECTION LINE
- LOD — LIMITS OF DISTURBANCE

SCALE 1"=30'
0 30' 60'

SCALE 1"=15'
0 15' 30'

NAD 83/NSRS11 ØK-NF

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IEA CONSTRUCTORS a MasTec company

PROJECT NAME & ADDRESS

MAYES SOLAR
MAYES COUNTY, OKLAHOMA

DATE
03/04/2026

PROJECT NUMBER
70560.002

PROJECT NAME
MAYES SOLAR

DESIGNED BY / DRAWN BY
K. GOMEZ / N. HIETBRINK

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DRAWING DESCRIPTION

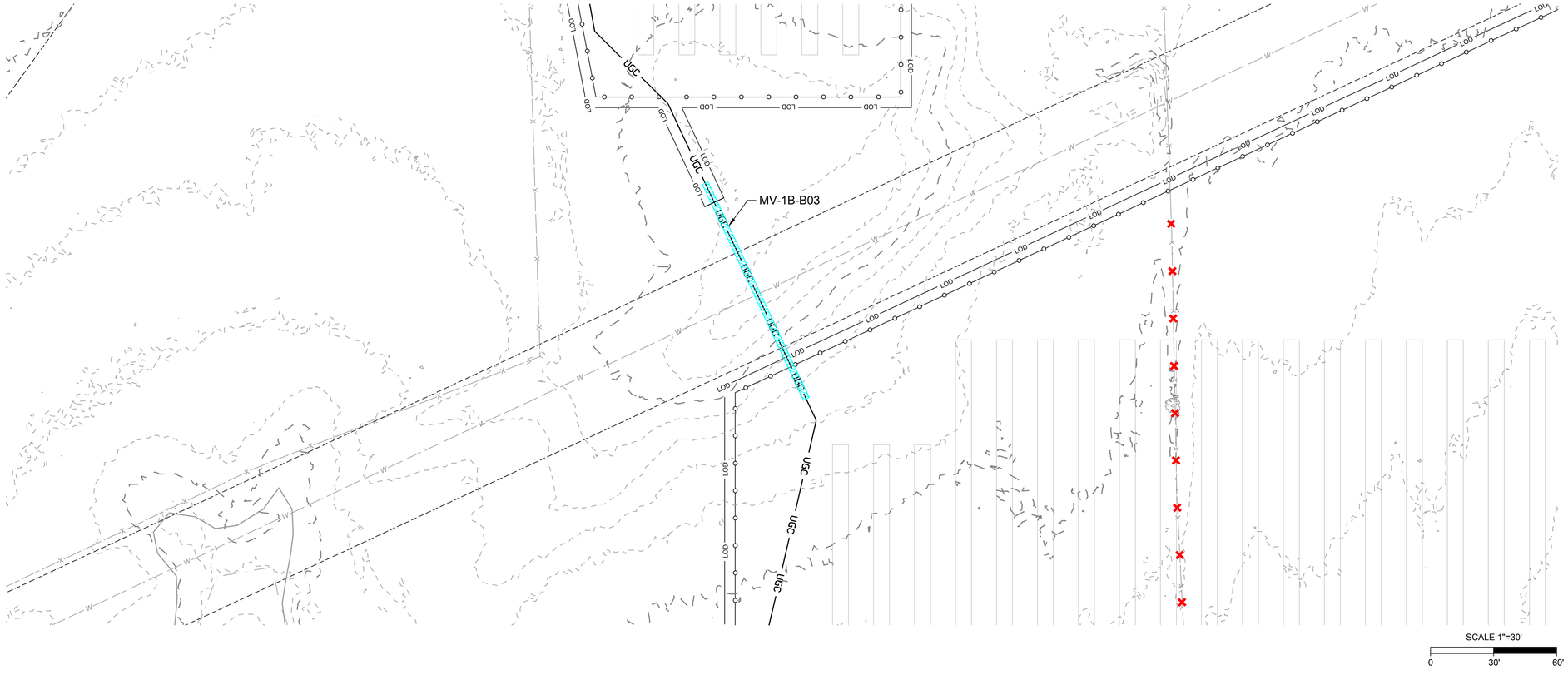
CITY OF BROKEN ARROW WATER EASEMENT CROSSING MV-1A-B02

PLANS PRINTED AS 11x17 ARE HALF SCALE

SCALE

SHEET NUMBER
C1.01

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NAD 83/NSRS11 ØK-NF

SCALE 1"=15'
0 15' 30'

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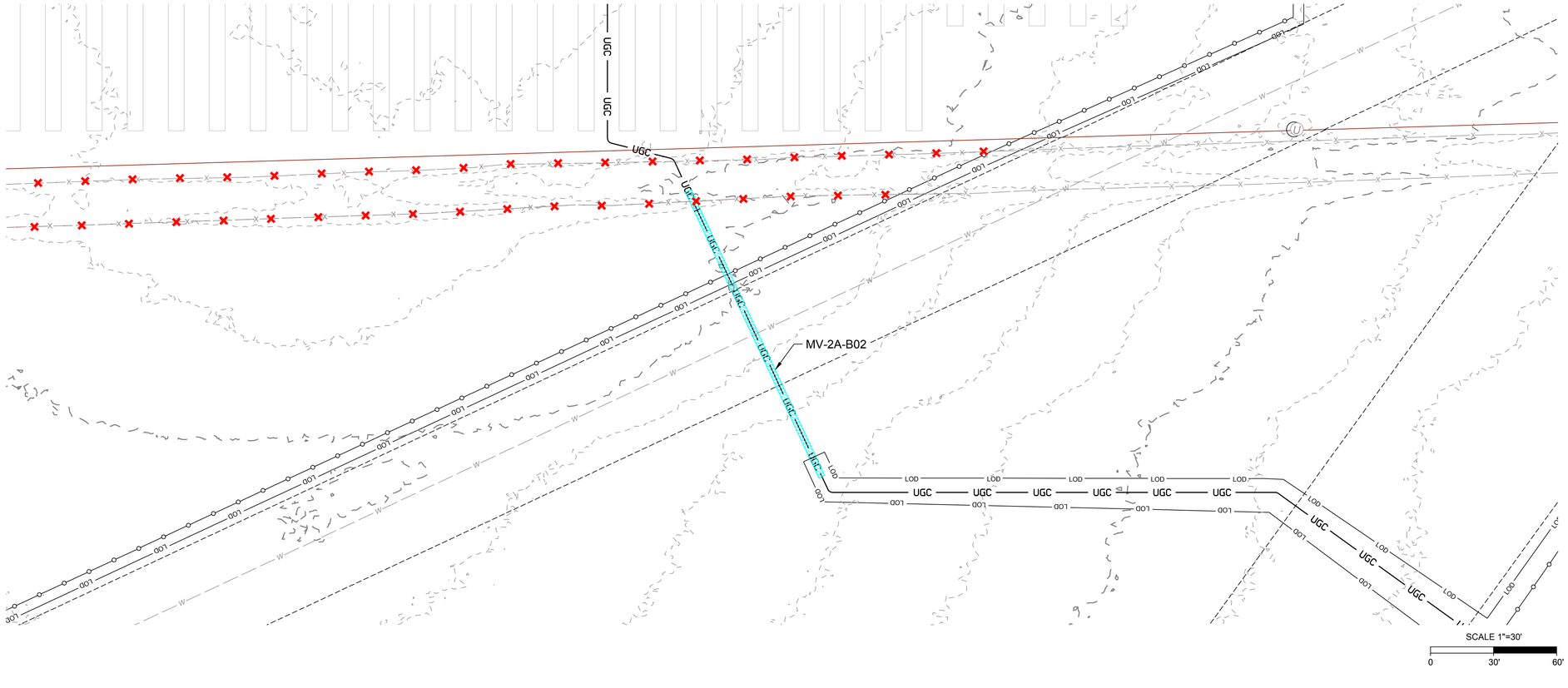
CITY OF BROKEN ARROW WATER EASEMENT CROSSING MV-1B-B03

PLANS PRINTED AS 11x17 ARE HALF SCALE

SCALE

SHEET NUMBER
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EXISTING LEGEND

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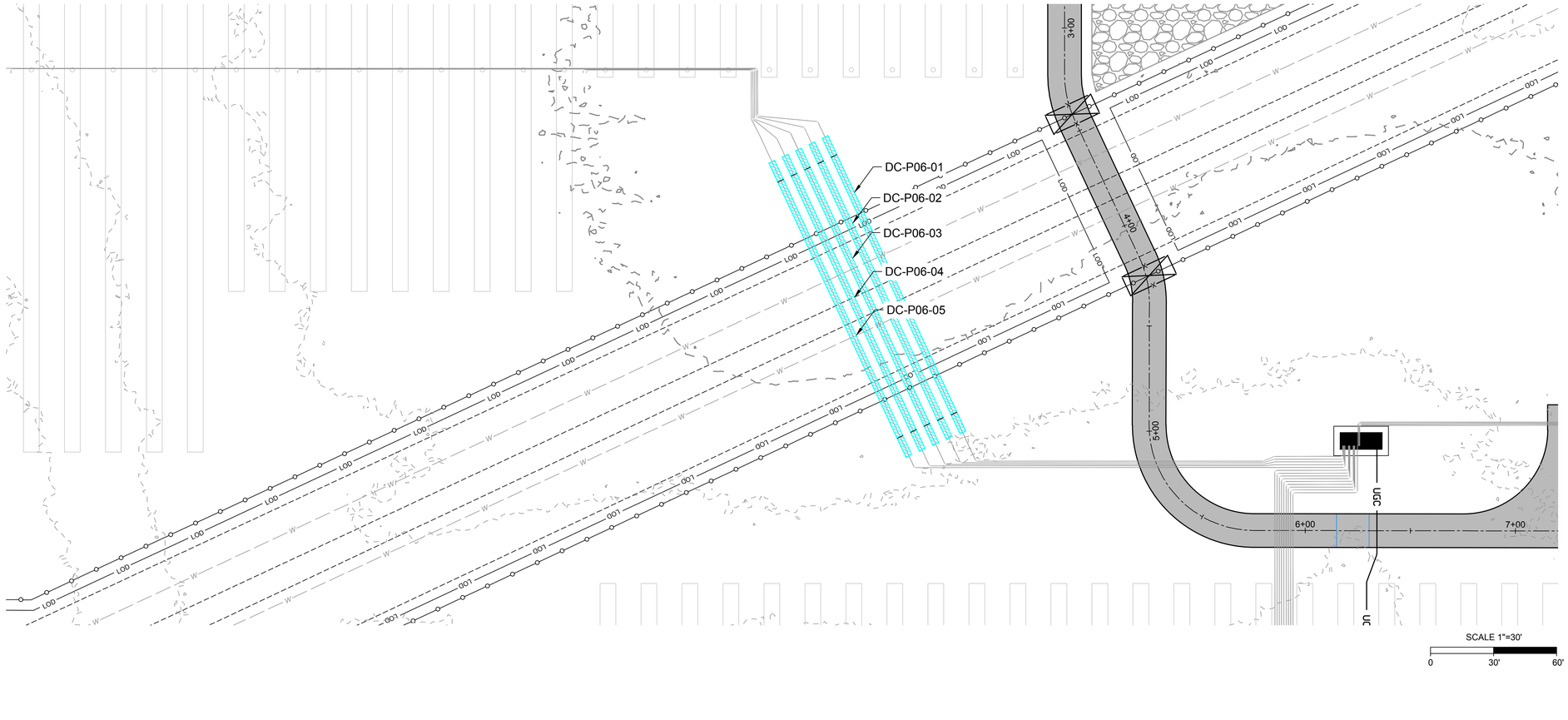
CITY OF BROKEN ARROW WATER EASEMENT CROSSING MV-2A-B02

PLANS PRINTED AS 11x17 ARE HALF SCALE

SCALE

SHEET NUMBER
C1.03

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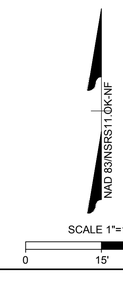
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0
15'
30'

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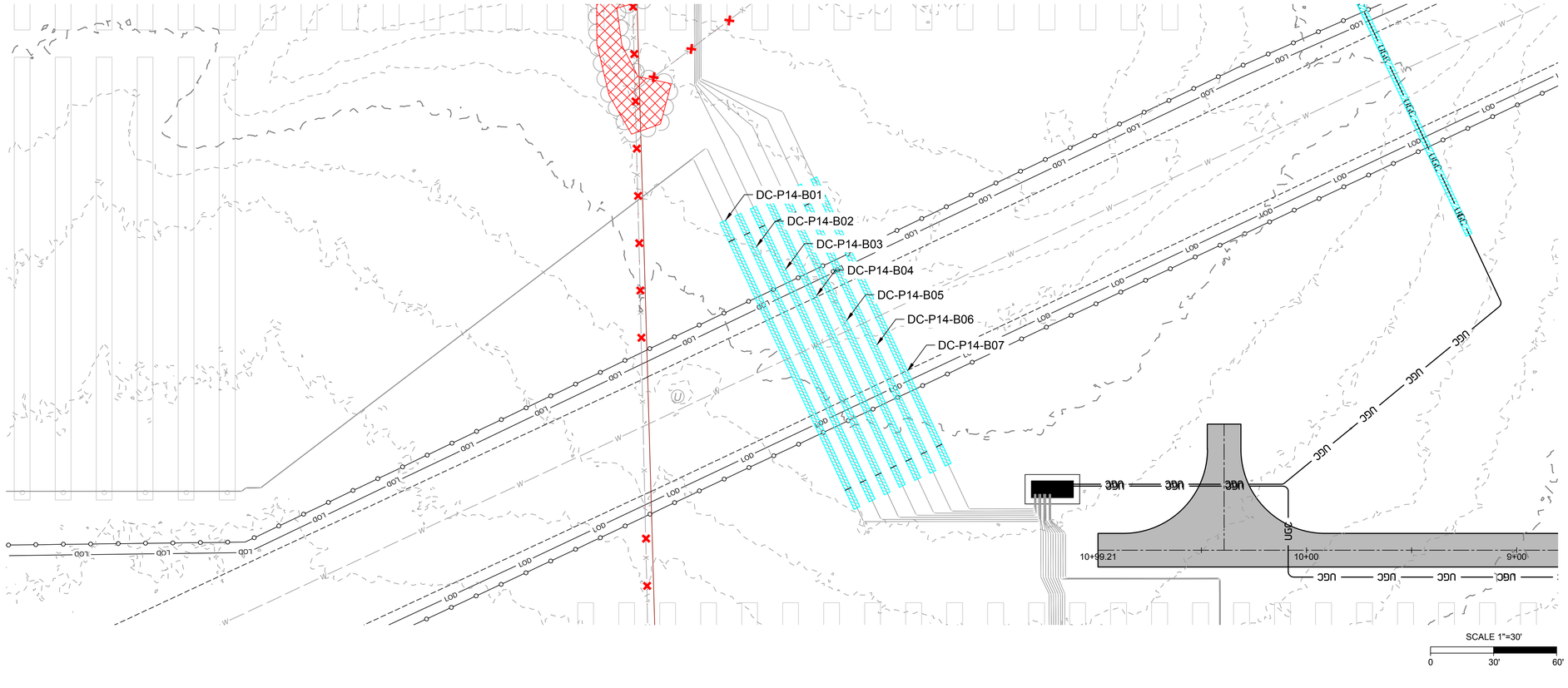
CITY OF BROKEN ARROW WATER EASEMENT CROSSING DC-P06-B01

PLANS PRINTED AS 11x17 ARE HALF SCALE

SCALE

SHEET NUMBER
C1.04

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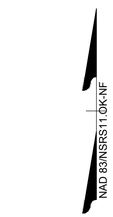
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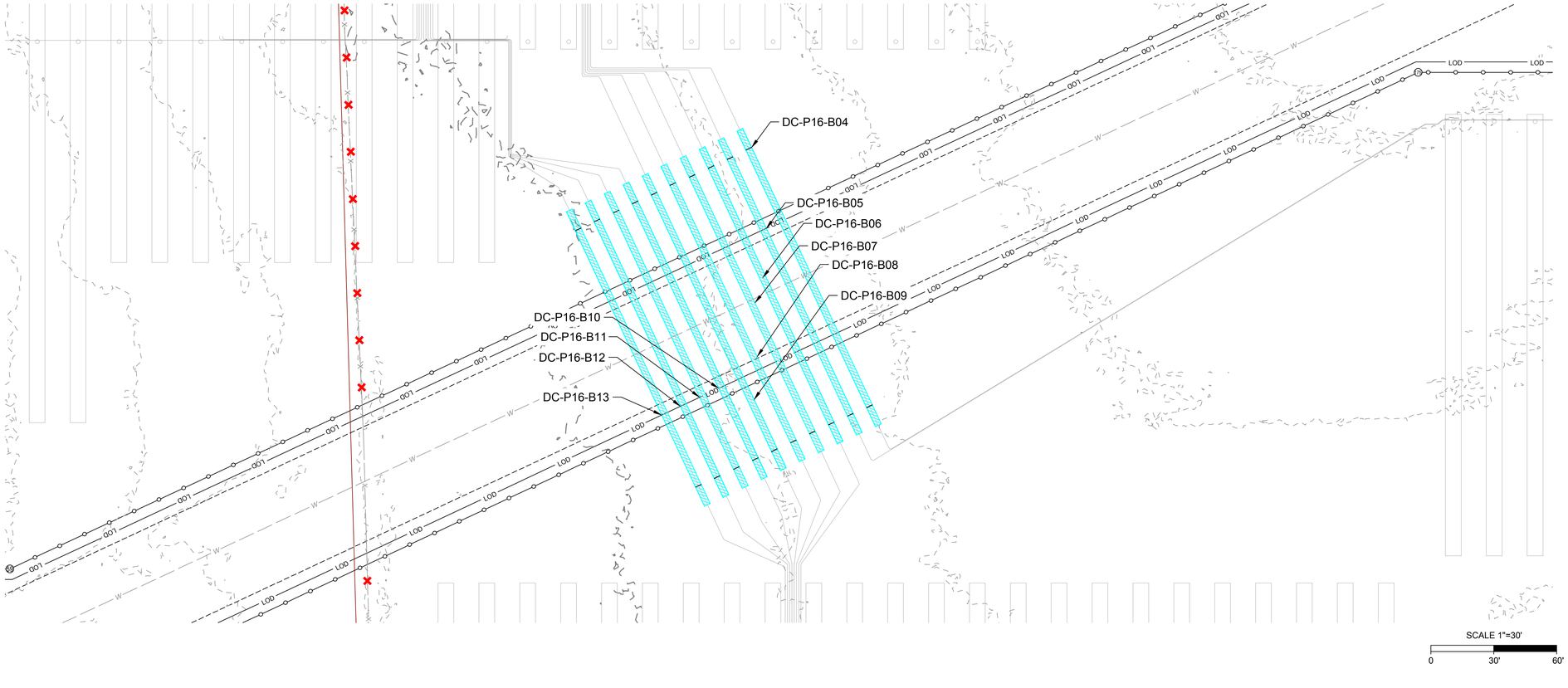
CITY OF BROKEN ARROW WATER EASEMENT CROSSING DC-P14-B01

PLANS PRINTED AS 11x17 ARE HALF SCALE

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SHEET NUMBER
C1.09

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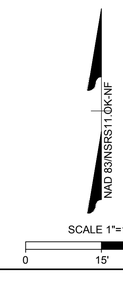
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City of Broken Arrow

Request for Action

File #: 26-585, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05-05-2026

Title:
Award the most advantageous bid to J & J Bowers Lawn Care for bid 26.147 grounds maintenance for Utilities to ensure service continuity as needed

Background:
The Purchasing Department issued Bid 26.147 to solicit proposals for grounds maintenance services, including mowing and trimming for various lift stations and water towers across 16 locations. These services are necessary to maintain the appearance of City facilities and ensure the designated areas remain clean, safe, and well maintained.

Bid packages were distributed to seven vendors, and the opportunity was publicly advertised on the City of Broken Arrow website and in the Tulsa World. Three bids were received and evaluated based on cost, experience, and service capabilities. Following a comprehensive review, J & J Bowers Lawn Care was determined to be the lowest and most advantageous bidder, providing the best value while ensuring service continuity and reliable maintenance.

The bid package also allows for additional areas acquired by the City of Broken Arrow to be added to the agreement if needed, with any price adjustments subject to approval based on a rate per square foot.

Staff recommends awarding Bid 26.147 for Grounds Maintenance Services for Utilities to J & J Bowers Lawn Care to maintain flexibility and ensure uninterrupted service.

The agreement term will begin upon award and continue through June 30, 2026. The Broken Arrow Municipal Authority may exercise annual renewal options for up to five additional one-year periods as follows:

- July 1, 2026 - June 30, 2027
- July 1, 2027 - June 30, 2028
- July 1, 2028 - June 30, 2029
- July 1, 2029 - June 30, 2030
- July 1, 2030 - June 30, 2031

Cost: Pricing as specified in the submitted bid tabulation.

Funding Source: TBD

Requested By: Timothy Robins, PE - Director of Utilities

Approved By: City Manager's Office

Attachments: 26.147 Bid Tab, J&J Bowers Bid

Recommendation:
Award the most advantageous bid to J & J Bowers Lawn Care for bid 26.147 grounds maintenance for Utilities to ensure service continuity as needed

BROKEN ARROW
Where opportunity lives

Bid 26.147-Grounds Maintenance for Utilities

Description	Bidders		
The contract resulting from this solicitation shall be a unit price, as-needed service contract for mowing and grounds maintenance services. Work will be performed only upon issuance of a written work order or authorization by the City, and no minimum quantity of services is guaranteed. The City reserves the right to increase or decrease service quantities, locations, and frequency based on operational needs without affecting unit pricing or contract terms.	**J & J Bowers Lawncare**	**JLS Land Management (disqualified - invalid notary stamp and bid was submitted late)**	**OPW Commercial Services**

Notary Public Commission Expires		10/15/2028		3/18/2029		6/3/2028	
Description	**Sq. Ft.**	**Unit Price (Per Mow)**	**Extended Price**	**Unit Price (Per Mow)**	**Extended Price**	**Unit Price (Per Mow)**	**Extended Price**
Million Water Tank – 801 W. Omaha St.	42,212.80	$ 90.00	$ 130.00	$ 50.00	$ 1,400.00	$ 75.00	$ 2,250.00
101st St. Water Tower – 3911 S. Hickory	54,590.27	$ 100.00	$ 150.00	$ 50.00	$ 1,400.00	$ 100.00	$ 3,000.00
209th Lift Station – 4501 E. Kenosha St.	7,921.77	$ 45.00	$ 75.00	$ 50.00	$ 1,400.00	$ 70.00	$ 2,100.00
Adams Creek NW Lift Station – 2950 N. 37th St.	60,961.31	$ 100.00	$ 150.00	$ 54.00	$ 1,512.00	$ 85.00	$ 2,550.00
Baptist Church Water Tower – 121 W. Granger St.	24,814.47	$ 75.00	$ 125.00	$ 50.00	$ 1,400.00	$ 70.00	$ 2,100.00
Green Briar Booster Pump Station – 4221 N. Aspen Ave.	4,934.76	$ 45.00	$ 75.00	$ 50.00	$ 1,400.00	$ 70.00	$ 2,100.00
The Greens Lift Station – 3490 N. 23rd St.	7,929.75	$ 45.00	$ 75.00	$ 50.00	$ 1,400.00	$ 70.00	$ 2,100.00
Indian Springs CC Lift Station – 900 W. Quinton St.	12,020.04	$ 45.00	$ 75.00	$ 58.00	$ 1,624.00	$ 70.00	$ 2,100.00
Old Adams Creek Lift Station (Area 1) – 1800 N. 65th St.	101,314.77	$ 120.00	$ 165.00	$ 76.00	$ 2,128.00	$ 120.00	$ 3,600.00
Old Adams Creek Lift Station (Area 2) – 1800 N. 65th St.	88,688.24	$ 110.00	$ 135.00	$ 76.00	$ 2,128.00	$ 110.00	$ 3,300.00
Parklane Lift Station – 81st & 233 E Ave	8,051.17	$ 45.00	$ 75.00	$ 50.00	$ 1,400.00	$ 70.00	$ 2,100.00
Shadow Trails Lift Station – 4213 W. Winston St.	12,580.40	$ 50.00	$ 85.00	$ 50.00	$ 1,400.00	$ 70.00	$ 2,100.00
Stone Horse Lift Station – 7506 S. Indianwood Ave	8,390.81	$ 45.00	$ 75.00	$ 50.00	$ 1,400.00	$ 70.00	$ 2,100.00
Tiger Hill Water Tanks – 715 E. Kenosha St.	38,949.49	$ 80.00	$ 125.00	$ 65.00	$ 1,820.00	$ 50.00	$ 1,500.00
Wellstone Lift Station – 7751 E. Kenosha St.	2,260.34	$ 45.00	$ 75.00	$ 50.00	$ 1,400.00	$ 70.00	$ 2,100.00
Windsor Lift Station – 1703 W. Miami St.	3,889.24	$ 45.00	$ 75.00	$ 50.00	$ 1,400.00	$ 70.00	$ 2,100.00
TOTAL BID (PER MOW): $		1085 wk	1665 bi-wkly	$ 879.00	N/A	$ 1,240.00	N/A
NUMBER OF MOWING CYCLES PER YEAR:		32	16	28	N/A	30	N/A
TOTAL ANNUAL BID: $		$ 34,720.00	$ 26,640.00	-	$ 24,612.00	-	$ 37,200.00
Price Summary - Rates and Charges		**$34,720.00**	**$26,640.00**		**$24,612.00**		**$37,200.00**

Bid 26.147-Grounds Maintenance for Utilities

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to (7) Vendors with (3) Vendors responding.

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

X Ryan Baze

Ryan Baze, General Services Director

Date: 4/23/2026

J&J Bowers Lawncare

ATTACHMENT A
Bid Title: Ground Maintenance for Utilities

PRICING SUMMARY

Line Item	Description	Sq. Ft.	Unit Price (Per Mow)	Extended Price
1	5 Million Water Tank – 801 W. Omaha St.	42,212.80	$ 90.00	$ 130.00
2	101st St. Water Tower – 3911 S. Hickory	54,590.27	$ 100.00	$ 150.00
3	209th Lift Station – 4501 E. Kenosha St.	7,921.77	$ 45.00	$ 75.00
4	Adams Creek NW Lift Station – 2950 N. 37th St.	60,961.31	$ 100.00	$ 150.00
5	Baptist Church Water Tower – 121 W. Granger St.	24,814.47	$ 75.00	$ 125.00
6	Green Briar Booster Pump Station – 4221 N. Aspen Ave.	4,934.76	$ 45.00	$ 75.00
7	The Greens Lift Station – 3490 N. 23rd St.	7,929.75	$ 45.00	$ 75.00
8	Indian Springs CC Lift Station – 900 W. Quinton St.	12,020.04	$ 45.00	$ 75.00
9	Old Adams Creek Lift Station (Area 1) – 1800 N. 65th St.	101,314.77	$ 120.00	$ 165.00
10	Old Adams Creek Lift Station (Area 2) – 1800 N. 65th St.	88,688.24	$ 110.00	$ 135.00
11	Parklane Lift Station – 81st & 233 E Ave	8,051.17	$ 45.00	$ 75.00
12	Shadow Trails Lift Station – 4213 W. Winston St.	12,580.40	$ 50.00	$ 85.00
13	Stone Horse Lift Station – 7506 S. Indianwood Ave	8,390.81	$ 45.00	$ 75.00
14	Tiger Hill Water Tanks – 715 E. Kenosha St.	38,949.49	$ 80.00	$ 125.00
15	Wellstone Lift Station – 7751 E. Kenosha St.	2,260.34	$ 45.00	$ 75.00
16	Windsor Lift Station – 1703 W. Miami St.	3,889.24	$ 45.00	$ 75.00

Note: Pricing is to remain firm while contract is in effect

TOTAL BID (PER MOW): $ $1085.00 wk /$1665.00 Bi-wk

NUMBER OF MOWING CYCLES PER YEAR: 32/16

TOTAL ANNUAL BID: $ $34,720 wk. / $26,640 Bi-wk

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

BIDDERS NAME: Joe Bowers

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number: 26.147and 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: Joe Dwight Bowers

Date: 04-13-2026

Company Name: J and J Bowers Lawn Care LLC

Address: 612 S Bristow Ave

Coweta (City) Oklahoma (State) 74429 (Zip Code)

Email: joe30us2000@yahoo.com

X Joe Bowers Official Title: owner

Please print or type name clearly: Joe Bowers

Telephone: 918-527-4778 Fax Number: N/A

Federal Tax ID Number: 99-0391006

Subscribed and sworn to before me this 14th day of April 2026

My Commission Expires: 10/15/28

KATE POINTS
Notary Public - State of Oklahoma
Commission Number 12009822
My Commission Expires Oct 15, 2028

Notary Public (or Clerk or Judge)

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

BIDDERS NAME: J and J Bowers Lawn Care LLC

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.

Contact Name: Beard Properties

Telephone: 918-629-6938

Contact Name: Jimmy Beard Title: owner

Address: 5601 s 257th e ave

Broken Arrow (City) Oklahoma (State) 74014 (Zip Code)

Email Address:

Contact Name: Withers Manufacturing Inc

Telephone: 918-694-7906

Contact Name: Wesly Withers Title: owner

Address: 5811 s mingo Rd

Tulsa (City) Oklahoma (State) 74146 (Zip Code)

Email Address:

Contact Name: USIC

Telephone: 800-778-9140

Contact Name: Heather Green Title: Manager

Address: 2005 N Willow

Broken Arrow (City) Oklahoma (State) 74012 (Zip Code)

Email Address:

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

BIDDERS NAME: J and J Bowers Lawn Care LLC

ATTACHMENT D - INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Wagoner

Joe Bowers, 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 Joe Bowers

Subscribed and sworn to before me this 14th day of April 2026

My Commission Expires: 10/15/28

Kate Points

Notary Public (or Clerk or Judge)

KATE POINTS
Notary Public - State of Oklahoma
Commission Number 12009822
My Commission Expires Oct 15, 2028

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

BIDDERS NAME: J and J Bowers Lawn Care LLC

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Wagoner

Joe Bowers, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of _, 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 Joe Bowers

Subscribed and sworn to before me this 14th day of April 2026

My Commission Expires: 10/15/28

KATE POINTS
Notary Public - State of Oklahoma
Commission Number 12009822
My Commission Expires Oct 15, 2028

Kate Points
Notary Public (or Clerk or Judge)

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

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Progressive Insurance		J & J Bowers Lawncare LLC 612 S Bristol Ave Coweta, OK 74429
POLICY NUMBER 869932109		
CARRIER Progressive Northern Insurance Company	NAIC CODE 38628	EFFECTIVE DATE: 02/20/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured Motorist	$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2005 FORD F550 1FDAF56P65ED16481

Medical Payments	$5,000 each person

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Liberty Mutual Insurance PO BOX 188065 Fairfield OH 45018	PHONE (A/C, No, Ext): 800-962-7132	FAX (A/C, No): 800-845-3666
	E-MAIL ADDRESS: serviceplus@libertymutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : First National Insurance Company of America	24724
INSURED J And J Bowers Lawn Care, Llc 612 S Bristow Ave Coweta OK 74429	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 0242838447 **REVISION NUMBER:** 2016-03

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	JKF70036782	02/06/2026	02/06/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***See additional Remarks Scheduled**

CERTIFICATE HOLDER	CANCELLATION
City of Broken Arrow 220 S. 1st St Broken Arrow OK 74012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Curtis Loker

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/20/2026

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PRODUCER
Progressive Insurance
PO Box 94739, Cleveland, OH 44101

CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing
PHONE (A/C, No, Ext): 1-800-444-4487 **FAX (A/C, No):**
E-MAIL ADDRESS: progressivecommercial@email.progressive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive Northern Insurance Company	38628
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
J & J Bowers Lawncare LLC
612 S Bristol Ave
Coweta, OK 74429

COVERAGES **CERTIFICATE NUMBER:** 381976655202264209D022026T173403 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	869932109	02/20/2026	08/20/2026	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	N	N	869932109	02/20/2026	08/20/2026		$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

J & J Bowers Lawncare LLC
612 S Bristol Ave
Coweta, OK 74429

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Pauley

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Progressive Insurance		J & J Bowers Lawncare LLC 612 S Bristol Ave Coweta, OK 74429
POLICY NUMBER 869932109		
CARRIER Progressive Northern Insurance Company	NAIC CODE 38628	EFFECTIVE DATE: 02/20/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured Motorist	$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2005 FORD F550 1FDAF56P65ED16481

Medical Payments	$5,000 each person

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2026

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PRODUCER	CONTACT NAME:	
Liberty Mutual Insurance PO BOX 188065 Fairfield OH 45018	PHONE (A/C, No, Ext): 800-962-7132	FAX (A/C, No): 800-845-3666
	E-MAIL ADDRESS: serviceplus@libertymutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : First National Insurance Company of America	24724
INSURED	INSURER B :	
J And J Bowers Lawn Care, Llc 612 S Bristow Ave Coweta OK 74429	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 0340597988 **REVISION NUMBER:** 2016-03

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	JKF70036782	02/06/2026	02/06/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***See additional Remarks Scheduled**

CERTIFICATE HOLDER	CANCELLATION
City of Broken Arrow 1700 W Detroit St. Broken Arrow OK 74012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Curtis Luken

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AGENCY CUSTOMER ID: 70036782

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Liberty Mutual Insurance	J and J Bowers Lawn Care, LLC 612 S Bristow Ave Coweta OK 74429
POLICY NUMBER JKF70036782	
CARRIER / NAIC CODE	EFFECTIVE DATE: 02/06/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 0025 FORM TITLE: 2016-03

Certificate Holder is Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision. This Policy is Primary, and we won't ask for contribution of the Policy issued to the Additional Insured. Waiver of Subrogation applies per form 1G2505FR

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Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.

J & J Bowers Lawncare LLC

Form A022 OK (03/25)

Examine policy exclusions carefully. This form does not constitute any part of your insurance policy.

IF YOU'RE IN AN ACCIDENT

1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away.

TO REPORT A CLAIM

Call 1-800-274-4499 or go to claims.progressive.com.

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.

SECURITY VERIFICATION FORM - Oklahoma

Policy Number: 869932109 **NAIC Number:** 38628
Effective Date: 02/20/2026 **Expiration Date:** 08/20/2026
Policy Type: Commercial
Insurer: Progressive Northern Insurance Co 1-800-895-2886
300 North Commons Blvd., Mayfield Village, OH 44143
Customer Service: PO Box 94739 Cleveland, OH 44101
An authorized Oklahoma insurer has issued an [X] Owner [ ] Operator liability insurance policy pursuant to the Compulsory Insurance Law of Oklahoma to the following named insured:
J & J Bowers Lawncare LLC

Year	Make	Model	VIN
2005	FORD	F550	1FDAF56P65ED16481

Note: If the named insured has been issued an operator's liability insurance policy, this form applies in lieu of an Owner's Security Verification Form.

WARNING: Oklahoma state law requires you to surrender a current copy of the Security Verification Form to a motor license agent or other registering agency upon application or renewal for a motor vehicle license plate (the foregoing applies only to owner liability policies).

A copy of the Security Verification Form is to be carried in the motor vehicle at all times, and produced by any driver of the vehicle upon request for inspection by any peace officer or representative of the Department of Public Safety. In the case of an accident, the Security Verification Form shall be shown upon request of any person affected by the accident.

City of Broken Arrow

Request for Action

File #: 26-598, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05-05-2026

Title:

Approval of and authorization to execute the purchase of four (4) McNeilus 2516 REL Rear Loader Trash Trucks from Siddons-Martin Environmental Group pursuant to the Sourcewell Cooperative Purchasing Contract and Approve and authorize execution of Fiscal Year 2026 Budget Amendment Number 29

Background:
The Solid Waste and Recycling Department is requesting approval for the purchase of four Rear Load Trash Trucks to replace ageing units within the current fleet. Several existing trucks have reached the point where maintenance costs are increasing, downtime is becoming more frequent, and reliability is impacting daily operations and service delivery to residents.

A quote has been received from Siddons-Martin Environmental Group for four McNeilus 2516 REL Rear Load Bodies mounted on Freightliner M2 Chassis through the Sourcewell Cooperative Purchasing Contract #110223 -MCN in the amount of $1,038,104. Funding for this purchase is available in the Broken Arrow Municipal Authority (BAMA) Capital Improvement Fund in the amount of $1,038,104.

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. Sourcewell qualifies as a purchasing consortium under both the Code of Ordinances and the Purchasing Manual.

After reviewing the quoted pricing for these Rear Load Trash Trucks, staff has determined that the equipment meets the operational needs of the Division and recommends purchase through the Sourcewell Cooperative Purchasing Contract.

Cost: $1,038,104.00

Funding Source: Broken Arrow Municipal Authority Capital Outlay: Project 2650060

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Quote Siddons-Martin Rear Load Trash Truck, McNeilus Rear Load Trash Truck Spec,

McNeilus Sourcewell Contract 110223 & FY26 Budget Amendment #29

Recommendation:
Approval of and authorization to execute the purchase of four (4) McNeilus 2516 REL Rear Loader Trash Trucks from Siddons-Martin Environmental Group pursuant to the Sourcewell Cooperative Purchasing Contract and Approve and authorize execution of Fiscal Year 2026 Budget Amendment Number 29.

Siddons Martin Environmental Group
1400 E W Martin Drive
Conway, AR 72032

April 22, 2026

City of Broken Arrow
485 N. Poplar
Broken Arrow, OK 74012

Proposal For: ***McNeilus 2516 REL on Freightliner M2***

Siddons Martin Environmental Group is pleased to provide the following proposal to ***City of Broken Arrow***. Unit(s) will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB ***City of Broken Arrow (OK)*** and training on operation and use of the apparatus.

Description	Amount

Quantity 4 – ***McNeilus 2516 REL on Freightliner M2***

Package: Freightliner M2 w/ 2516 REL Body

VIN(s): VR9751, VW2216, VR9734, VR9737

Siddons-Martin to add: Winch, Guides and Latches, and (2) Diamondback Tippers

Sourcewell Contract 110223-MCN

Total Configured Price	$256,407
Down Payment	$(0.00)
FET	$0.00
Extended Warranties	$0.00
Est. Sales Tax	Not Included
Freight	$3,119
Total Unit Price	$259,526
Quantity	4
Total	$1,038,104

Price guaranteed until *(07/31/2026)*

I, _____, the authorized representative of ***City of Broken Arrow (OK)***, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

City of Broken Arrow

Signature:_____

Printed Name & Title: _____
Date:_____

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.
Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and McNeilus will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

In addition, if any new or increased tariff, duty, tax, or other governmental charge is levied against or made applicable to, the vehicle or any component thereof after the date of this proposal, then Siddons Martin Environmental Group may increase the proposal price by the amount of such new or increased tariff, duty, tax or governmental charge. In such case, Siddons Martin Environmental Group will provide documentation of such increase and the updated price to the customer.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Environmental Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Environmental Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Environmental Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Force Majeure: Siddons Martin Environmental Group shall not be liable for any failure or delay in the performance of its obligations is such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, natural disasters, armed conflicts, acts of terrorism, labor disruptions, supply chain disruptions, governmental mandates, or any other events that are unforeseeable and unavoidable by Siddons Martin Environmental Group. Should Siddons Martin Environmental Group encounter such force majeure event, it shall promptly notify Customer in writing and shall use all reasonable efforts to mitigate the effects of such force majeure event and resume the performance obligations as soon as practicable.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Environmental Group, requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of ***Texas***. No additional terms or conditions will be binding upon Siddons-Martin Environmental Group, unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Environmental Group, .

Sincerely,

Nolan Samek

CHASSIS

Option Description	Option Selection
GVW Category	33,001 LBS OR GREATER
Destination State/Country	MINNESOTA
Chassis Type	SPECIAL PACKAGE
Chassis Make	FREIGHTLINER
Chassis Model	M2-106
Steering Configuration	STREET SIDE SEATED STEERING
Fuel Type	DIESEL
Fuel System	DIESEL
Primary CNG Capacity	DIESEL
Chassis Model Year	2025
Packer Type	3.5YD TG HEAVY DUTY REARLOADER
Frame CNG Bracket Type	NO FRAME CNG SYSTEM SELECTED

Option Description	Option Selection
Engine	CUM ISL/ISC-AFTER 1/1/2017 EMI
Transmission	ALLISON 3000 RDS
Double Frame	TRUE
Cab Mirrors	AERO STYLE
Pump Drive	REMOTE CONSTANT MESH
Rear Suspension	HENDRICKSON HAULMAXX SPRING
Exhaust Location	LEFT HAND VERTICAL EXHAUST
Rear Tire Arrangement	DUAL TIRE TANDEM AXLE
Engine Horsepower	HORSEPOWER GREATER THAN 300
Transmission Oil Cooler	NO

BODY

Option Description	Option Selection
Capacity	25 YD REAR LOADER
Body Floor Thickness	AR200 3/16"
Roof	STANDARD ROOF
Side Access Door	SS DOOR HINGED FORWARD
Access Door Ladder	ANSI FOLD UP W/SHUTDOWN
Hyd Tube Front Cover	STD
End Cap Reinforcement	TRUE
Floor Build Location	DODGE CENTER
Model/Capacity	2516 REL 3.5HD

BODY OPTIONS

Option Description	Option Selection
Cab Control	IN DASH CONTROL SWITCHES
TG Hole Mounting Loc	UPPER HOLE
Power Dist Module Loc	FRONT OF BODY SS TOP-STANDARD
Load Edge	B-TYPE (STANDARD/BAYNE)
Tailgate Lock	TURNBUCKLE LOCK
Slide and Sweep Controls	CURB SIDE STANDARD LINKAGE
Tailgate Steps	16"-24" ADJUSTABLE HEIGHT STEP
Tailgate Seal	STANDARD HEIGHT
Packer/Sweep Panels	STANDARD
Nitrited S and S Pin	TRUE
Hopper Bottom	1/4" AR200 W/ CS 1.5" DRAIN
Tailgate Lift Cylinder	STANDARD
Reever	MOUNTING BRACKETS ONLY
Hook Retaining Loop	STREETSIDE
Guides and Latches	NO
Plumb For Quick-Tip	NO
S and S Dock Handle On CS	NO
Telematics	TRUE

HYDRAULICS

Option Description	Option Selection
Hydraulic Res Breather	FILLER/BREATHER ON RESERVOIR
Hyd Res Filler Cap	STANDARD FILLER CAP
Hyd Fluid Sample Port	CHECK FLUID KP14NV 90DEG
Hydraulic Fluid	ISO46-US OIL
Hydraulic Reservoir	INSIDE OF BODY MOUNTED STEEL
Hydraulic Pump	GEAR PUMP
Hydraulic Return Filter	SCHROEDER IN RESERVOIR
Ejector Cylinder	MAILHOT
Hyd Hose Wrap	CORDURA WRAP REQUIRED HOSES
Reever/Winch Extra Valve	ONE
Cont Tipper Extra Valve	ONE
Cart Tipper Extra Valve	ONE EXTRA SECTION-STANDARD RL
Res Suction Shutoff Valve	BALL VALVE W/ YELLOW HANDLE
Valve on Res Return	NO VALVE ON RES RETURN
TG/Ejector VLV Location	FRONT OF BODY
Slide and Sweep Cyl Make	ROSENBOOM

LIGHTING

Option Description	Option Selection
DOT Light Manufacturer	ECONOMY LED
Mid-Body DOT Oval Light	OVAL AMBER TURN SIGNAL/MARKER
Tailgate Outer Corner Lights	4" AMBER TURN SIGNALS
Light/Harness Package	STANDARD LIGHT and HARNESS
Smart Lights	4" PETERSON IN TG and TG SIDE (QTY 6)
Mid Body Work Lights	FDR MT RD ECON 5" LED
Hopper Work Lights	TWO ECONOMY 5" ROUND LED
DOT Reverse Lights	TRUCKLITE 4" SINGLE UPPER REV
Mid Body Work Lt Switch	SINGLE SWITCH FOR BOTH LIGHTS

CAMERA

Option Description	Option Selection
Monitor Display In Rev	TG CAMERA
Camera/Monitor Make	3RD EYE 4PORT 7" MON,COLOR
Backup Camera	CENTER TG CYL SUPPORT BEAM, STANDARD CAM
Monitor Mount	MOUNTED BETWEEN SEATS W/SWIVEL
CC Camera Qty	3EYE Camera Qty 1

RESIDENTIAL OPTIONS

Option Description	Option Selection
Cart Tipper Controls	CURB SIDE MANUAL LINKAGE
Tipper Mount Style	BOLTED
Prep For Tipper Cut Out	N/A NOT PREP

MISC BODY

Option Description	Option Selection
Limit Speed With Tailgate Open	NO
Front Mudflaps	BLACK MCNEILUS LOGO
Backup Alarm	PRECO 1059 DUAL TONE-LWR LT BX
Shovel Holder Tailgate	EJECTOR MOUNT
Auto-Neutral	TRUE
Battery Box Location	STREET SIDE FRAME MOUNTED

SAFETY

Option Description	Option Selection
Fire Extinguisher In Cab	5# ABC
Triangle Safety Kit	BOLTED IN CAB
20# Fire Extinguisher	CURB SIDE UNDER BODY

PAINT

Option Description	Option Selection
CNG System Cover Color	NO ADDED CNG SYSTEM COVER COLOR
Paint Scheme	STANDARD PAINT TEMPLATE
Number Of Body Colors	QTY 1
Body Paint Category	1 COLOR, MEDIUM COMPLEXITY
Body Color 1 Description	White
Body Color 1 Code	HST938497
Cab / Hood Paint	NO CAB PAINT
Wheel Paint	NO WHEEL PAINT
Decal Language	ANSI COMPLIANT ENGLISH
Conspicuity Tape	TRUE
Access Ladder Color	MATCH BODY COLOR

AXLE

Option Description	Option Selection
Pusher Axle Quantity	0
Pusher Tire	NO PUSHER SELECTED
Pusher Lift Control	NO PUSHER AXLE IN ORDER
Tag Lift Control	NO TAG AXLE IN ORDER

Special Features and Options:

Extended Warranties:

1274598 WARRANTY - BODY RL, 1YR

Subscriptions:

Options Available at Additional Cost (not included in quoted price):

Additional Notes:

Terms and Conditions of Sale Including Limitations of Warranty

Order Placement. All goods and services furnished by McNEILUS FINANCIAL, INC. d/b/a McNEILUS TRUCK AND MANUFACTURING ("McNeilus") are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with McNeilus' then current procedure. Acceptance by McNeilus of Buyer's order is expressly conditioned upon Buyer's acceptance of these Terms and Conditions, including those on the face of the order acceptance, and any provisions of Buyer's order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by McNeilus. McNeilus may supplement or alter these Terms and Conditions of Sale, issue product and/or sale policy announcements, or the like, but no such publication shall supersede any of these Terms and Conditions of Sale. McNeilus IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACCEPTANCE FORM.

Cancellation. Buyer may cancel the order, in whole or in part, by written notice any time, provided the Buyer pays: a) the cost, including installation and removal costs, of any equipment purchased by McNeilus prior to cancellation for the purpose of filling Buyer's order and not usable by McNeilus for making other goods it then manufactures; b) the quoted price for all goods finished and ready to ship; and c) other reasonable costs (including but not limited to the cost of raw materials and goods still in the process of manufacture but unfinished at the time of cancellation) which McNeilus may have incurred in the performance of the order. Notice of cancellation is not effective until received by McNeilus at its corporate address (P.O. Box 70, 524 E. Highway St, Dodge Center, MN 55927 U.S.A., Attn: Corporate Secretary). If Buyer elects to cancel the order in part, McNeilus may, at its option, within a reasonable time thereafter, cancel the entire order by written notice. If Buyer elects, upon payment of costs of equipment, quoted prices of goods finished and ready to ship and/or costs of raw materials, it may take delivery of the same as provided below.

Price/Delivery. Unless otherwise provided by our quotation or agreed by us in writing, price and delivery terms shall be on FOBShipping Point (Incoterms 2010) basis. All applicable taxes shall be for the account of Buyer. Unless otherwise agreed in writing, we will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within our selling terms. All risk of loss shall pass to the Buyer at the point and time of delivery set forth in this paragraph. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by McNeilus. If McNeilus shall fail to make delivery, or Buyer to accept delivery, according to the agreed upon delivery schedule, the other party may cancel the then remaining balance of the order unless the delay is an excusable delay. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer.

Payment/Credit/Security. All payments shall be made in U.S. dollars. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing. We reserve and by its order Buyer grants a security interest in all goods wherever located until payment has been received, and Buyer will promptly execute and deliver documents provided by McNeilus to perfect such security interest. All orders received are subject to credit approval. Buyer agrees to submit to McNeilus those items reasonably requested in order to establish Buyer's credit. McNeilus shall be entitled to charge interest for payments made not in accordance with the stated or agreed upon terms of payment at the stated rate or the highest rate permitted by law, whichever is lower. Whenever McNeilus in good faith deems itself insecure, it may: cancel any outstanding orders with Buyer and/or hold production/ shipment of any unfilled orders; modify or revoke its extension of credit to Buyer; reduce any unpaid debt by enforcing its security interest (and proceeds therefrom); and take any other steps permitted by law and necessary or desirable to secure McNeilus with respect to Buyer's payment of goods and services furnished or to be furnished. Buyer will pay McNeilus actual costs of collection incurred, including reasonable attorney's fees if McNeilus is required to commence any suit or proceeding for collection of any delinquency. Certificates of Origin for a Vehicle shall be released to Buyer only upon receipt of payment in full by McNeilus unless otherwise agreed upon in writing. Buyer shall permit McNeilus at any reasonable time to make audits of its collateral, including records of shipments, sales and payment. McNeilus may demand immediate payment for trucks, chassis or parts shipped from Buyer's location for which payment has not been received in accordance with agreed payment terms. Buyer shall have no right of offset against amounts owed to McNeilus.

Acceptance: Goods furnished or services performed by McNeilus in all events will be deemed to have been accepted within thirty (30) days after receipt by Buyer, unless rightfully rejected within such period by written notice to McNeilus, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against carrier unless shipping costs are prepaid. Defective goods shall be held for McNeilus' inspection or disposition.

Limited Warranty Disclaimer: McNeilus warrants that all new and unused goods furnished by McNeilus are free from defect in workmanship and material as of the time and place of delivery by McNeilus in accordance with its Standard Limited Warranty in effect at the date of contract formation. Our obligation under this Limited Warranty is subject to the following qualifications: a) McNeilus or its authorized Dealer shall have been notified of such claimed defect within thirty (30) days of its discovery or such later date as is specified in the Standard Limited Warranty; b) the vehicle shall have been subject only to proper use normal for similar vehicles; and c) it shall have been regularly maintained and serviced in accordance with the Manufacturer's Service Manual. No defective part may be returned to the factory without our prior written consent, or that of our authorized representative. Any return must be with transportation prepaid, which may be refunded at the discretion of McNeilus. The Standard Limited Warranty for the goods is incorporated herein by reference. It is the exclusive warranty given by McNeilus. MCNEILUS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, notwithstanding any knowledge of McNeilus regarding the use or uses intended to be made of goods, proposed changes or additions to goods, or any assistance or suggestions that may have been made by McNeilus personnel.

Buyer's Remedies. At its option, McNeilus will repair or replace nonconforming goods, or allow a credit for the replacement price of parts.

Exclusions of Incidental and Consequential Damages. In no event shall McNeilus be liable for any incidental, special, indirect or consequential damages, whether resulting from nondelivery or from McNeilus' own negligence or other tort. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

Excusable Delay. McNeilus shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

Indemnification. Buyer shall indemnify and hold McNeilus harmless from any and all damages or injury of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Buyer's sale, installation or use of goods sold or supplied by McNeilus and not caused by the negligence of McNeilus, its employees or agents, or arising out of defects in any such goods.

No Waiver. The failure of McNeilus upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

Equal Opportunity Employment. We are an Equal Opportunity Employer and have an Affirmative Action Plan on file. We comply with Executive Order No. 11246 dated September 24, 1965 and The Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments. We comply with all other applicable federal, state and local laws, regulations and ordinances and agree upon request to furnish Buyer a certificate to such effect in such form as is acceptable to both parties.

Entire Agreement and Governing Law. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effect of this Agreement are governed by the laws of the State of Wisconsin. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

Export Laws. If applicable, performance is subject to U.S. export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.

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Sourcewell

Solicitation Number: RFP #110223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and McNeilus Financial dba McNeilus Truck & Mfg., 524 East Highway St. Dodge Center, MN 55927 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Refuse Collection Vehicles with Related Equipment, Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

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20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to

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laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

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the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	McNeilus Financial dba McNeilus Truck & Mfg.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Jason Fritz 235FF4DAC9F04E6...
By: _____	By: _____
Jeremy Schwartz	Jason Fritz
Title: Chief Procurement Officer	Title: Vice President of Sales
Date: 12/23/2023 | 1:06 PM CST	Date: 12/22/2023 | 1:13 PM PST

Approved:

DocuSign Envelope ID: 12F3549F-9DD3-4BB6-83B2-9FA322631DEA

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...

Chad Coauette
Title: Executive Director/CEO

Date: 12/23/2023 | 8:37 PM CST

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	McNeilus Financial DBA McNeilus Truck & MFG
Does your company conduct business under any other name? If yes, please state:	MN
Address:	524 East Highway St DODGE CENTER, MN 55927
Contact:	Joseph Pisano
Email:	Jpisano@mcneilusco.com
Phone:	732-740-2988
Fax:	732-966-4798
HST#:	

Submission Details

Created On:	Monday October 16, 2023 10:48:11
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Submitted By:	Joseph Pisano
Email:	Jpisano@mcneilusco.com
Transaction #:	47d704db-588e-4eed-9563-19d9c933d75b
Submitter's IP Address:	198.190.231.15

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	McNeilus Financial DBA McNeilus Truck & MFG	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	McNeilus Truck & Manufacturing	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	524 East Highway St Dodge Center, MN 55927	*
6	Proposer website address (or addresses):	www.mcneiluscompanies.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Fritz Vice President of Sales 524 East Highway St Dodge Center, MN 55927 JFritz@mcneilusco.com 507-374-6321	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joseph Pisano Senior Refuse Sales Manager 524 East Highway St Dodge Center, MN 55927 JPisano@mcneilusco.com 507-374-6321	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Humphrey Senior Regional Sales Manager 524 East Highway St Dodge Center, MN 55927 RHumphrey@mcneilusco.com 507-374-6321	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since our founding in 1970 McNeilus has been a leading manufacturer of specialty vehicles in the vocational space, adding Refuse Collection Vehicles to our portfolio in 1989. Since then, we have manufactured refuse collection vehicles for fleet, municipal, and independent haulers throughout the Americas out of our Dodge Center, Minnesota based headquarters and factory. McNeilus offers products and services specific to refuse collection including a wide range of body types, parts, and service through a factory direct model. McNeilus has built a dedicated, direct-to-you parts, sales, and service network—backed by a comprehensive network of branch locations and service centers. With rigorously trained mobile technicians and certified service technicians operating across the continent, McNeilus has the flexibility to bring service to your fleet wherever and whenever. With Oshkosh Corporation as our parent company, we're partners in engineering and innovation, sharing technologies and know-how for a powerful competitive advantage. Which means you get world-class heavy-duty truck-building expertise, 850+ patents for new product innovations, and 1,350 global product developers advancing the industry together. We're not just devoted to the research and development of innovative concepts, products and practices including telematics, automation, and lighter, stronger vehicles. McNeilus is fully committed to thoroughly testing and proving them to help drive industry standards. We are constantly and continuously reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value and being active in our communities. We have helped our customers and their communities become more environmentally friendly and control costs with CNG powered vehicles and Battery Electric Vehicle technology. Our commitment to our communities goes beyond the trucks we build. We're a big backer of the United Way in our local areas. We've teamed up to support Ronald McDonald House with a unique program called Cans for Kids. And we're proud supporters of education and research programs for both the construction and waste collection industries through the CIM and EREF. The Environmental Research and Education Foundation provides educational grants and scholarships and conducts scientific research dedicated to improving waste management practices. Proof that we're here for our communities now and on the road ahead.	*
11	What are your company's expectations in the event of an award?	When McNeilus is awarded the Sourcewell contract, our expectation as a leading manufacturer in the Refuse Collection Vehicle industry we would continue to leverage McNeilus's expertise with the resources and knowledge available through Sourcewell to better align with the needs of municipalities across North America. With a strong factory direct sales force, we are able to drive our team to continuing education events offered by SourceWELL like Getting to Know You, H20, Regional Accelerator Trainings and SourceWELL Universities. We anticipate further leveraging these synergies to accelerate municipal sales for McNeilus, and aid in our increased focused on Municipal Market Share.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	McNeilus is a subsidiary of Oshkosh Corporation, which is a publicly traded company. We have attached our publicly accessible annual report from 2022, which is the most recent iteration of this report. This report along with any of the financial statements, SEC filings, earnings releases, webcast recording of earnings calls, and many other resources can be found at: https://investors.oshkoshcorp.com/financials/annual-and-quarterly-results/default.aspx The financials enclosed with this bid, and supporting information at the aforementioned website will demonstrate McNeilus's, along with Oshkosh Corporation's and our other subsidiaries to be financially sound.	*
13	What is your US market share for the solutions that you are proposing?	That information is not available to us because there are antitrust safe harbor parameters that the refuse collection vehicle industry does not meet. The requirements for us to continue to receive market share data: * Five participants * Not more than one participant can have 25% market share * Three of the participants cannot have more than 60 percent.	*
14	What is your Canadian market share for the solutions that you are proposing?	That information is not available to us because there are antitrust safe harbor parameters that the refuse collection vehicle industry does not meet. The requirements for us to continue to receive market share data: * Five participants * Not more than one participant can have 25% market share * Three of the participants cannot have more than 60 percent.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a Manufacturer. As a manufacturer, we have a direct sales force in the United States and Canada directly employed by McNeilus. Our service capabilities consist of a mix of factory direct service locations and technicians, mobile technicians, and Authorized service and parts centers. With the exception of authorized service and parts centers, all individuals are employees of McNeilus.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	• ISO 9001: 2018 • ANSI Z245 Accredited Standards Compliant	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	None	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	As one of the leading manufacturers of mobile Refuse Collection Vehicles in North America we offer a full array of not only Refuse compaction bodies, but complimentary technologies assisting in the total collection of commercial and curbside refuse and recycling. McNeilus offers Residential Rear Load, Commercial Rear Load, Split Body Rear Load, Commercial Front Load, Residential Front Load, Automated Side Load, and Manual Side Load bodies. Additionally, cart tippers, commercial collection attachments, Latitude Residential Collection System for Residential Front Loaders, camera systems, ClearSky Telematics, Cart Seeker Automated Curbside Collection (AI Based), back up sensors, scales, organics collection packages, access to chassis, CNG Systems, and integration with EV Chassis through McNeilus's patented ePTO system. Also, McNeilus offers a full range of stocked replacement parts for McNeilus and other refuse body manufacturers, as well as warranty, service and support.	*
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories include Front Load, Rear Load, Manual Side Load and Automated Side Load Refuse Collection Vehicles, their associated parts, and provide service for all bodies in the refuse industry.	*
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	While McNeilus offers access to chassis through our partner and stock truck program, McNeilus On Demand, this is not the only pathway to receiving a turnkey solution. McNeilus encourages all customers to work with their local chassis provider to supply chassis to be upfit with a McNeilus Refuse Body. This is a commonplace practice for McNeilus, and we have extensive relationships built with most OEM Chassis manufacturers to ensure seamless integration of body and chassis through the use of the unique codes. McNeilus holds regular integration meetings to ensure chassis are ordered appropriately to receive a McNeilus body, and continuously drive improvements. The McNeilus Factory Sales team would work with local chassis providers and municipalities to provide sample chassis specifications, review supplied chassis dealer specification, and provide feedback on any changes needed. Upon agreement McNeilus obtains sign off by all parties that the specifications are meeting all parties needs. Upon chassis completion and shipment to McNeilus's Dodge Center, MN Facility, it is then checked in and verified that all components were sent correct, and dimensions match the specification agreed upon. Once this validation occurs, the chassis is then ready to have the McNeilus body mounted on it.	
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	As a body manufacturer and technology company, McNeilus has developed a patented ePTO solution that provides a unique ability to easily integrate with Battery Electric Chassis offerings. McNeilus has produced dozens of Refuse Bodies on Battery Electric Chassis to date, and has streamlined the process through manufacturing to simplify the integration effort in production to make this offering sustainable and scalable.	

Table 3B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	(•) Yes ( ) No	Rear Load and Side Load Bodies are already integrated with Battery Electric Vehicles, other models are continuing to be developed and ready when market demands.	*
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	(•) Yes ( ) No	There will be access to McNeilus's stock and partner chassis pool, and McNeilus On Demand Complete Truck Program.	*
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	(•) Yes ( ) No	We offer a mix of technology and mechanical accessories that aid in operator and vehicle safety.	*
26	Maintenance services	(•) Yes ( ) No	Warranty and repair services.	*

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	McNeilus recognizes the value in SourceWELL and its breadth of value-added benefits. Leveraging this relationship further and providing a competitive advantage to SourceWELL with a larger discount than other Cooperatives will help drive incremental growth.

Table 5: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	McNeilus will be taking a broad percentage discount approach for refuse collection bodies, and their corresponding options and parts. McNeilus will provide the most common options and parts as part of a published price list, but can price additional lower frequency options and parts by request. Chassis pricing will be passed through at the discounted price that McNeilus purchases for plus an administrative fee to cover things like flooring, and costs associated with transfer of paperwork. McNeilus, being a part of the larger Oshkosh Corporation family, gets a substantial discount at the Chassis Manufacturer level given the volume of chassis purchased annually as a company. This discount is typically, substantially more than any chassis dealer can pass along to individual customers. Chassis will be listed as Price Upon request due to the volatile nature of pricing we have seen over the last several years, in addition to the variation in options that can be selected on incoming chassis makes and models. Chassis will also be subject to any surcharges that are passed through from the chassis manufacturer and will be supported with documentation that supplied to McNeilus by the respective chassis manufacturer. Parts pricing will be subject to quarterly pricing updates as our previous annual pricing proved to be too volatile given supply chain constraints, rapidly rising costs from 2nd and 3rd tier suppliers, and quickly rising freight costs to get parts to McNeilus distribution centers. By listing the most common options and parts, this will provide a more user-friendly document to help SourceWELL members quickly get an estimated price for a complete body with options, or replacement parts. By working with one of McNeilus's factory direct sales team members, a SourceWELL member will be able to get a full quote worked up quickly and ensure all of their needs are met through a full specification review. Please see the attached pricing files for the specific priced items as listed above. McNeilus also partners with the largest refuse truck rental companies in the industry and can further assist in supporting rental needs as requested. By reaching out to a McNeilus factory sales team member, a SourceWELL member can easily get availability and pricing for a rental truck that meets the member's needs.	*
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	McNeilus is excited to offer SourceWELL members a Eight (8) percent discount off of MSRP for all Whole Goods, Options and Parts with the exception of extended warranties. Chassis pricing will be priced upon request, as well as requests for rentals, pending availability.	*

30	Describe any quantity or volume discounts or rebate programs that you offer.	McNeilus Factory Direct Sales team members, along with our leadership team, will consider additional discounts for SourceWELL members that order multiple units. Additionally, those recurring customers could also have access to discounts beyond the base discount offered above.	*
31	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	“Sourced” products or “nonstandard options” will be priced by McNeilus Factory Direct Sales Team Members upon request and will follow the above pricing structure of SourceWELL member discount percentage off of MSRP, unless otherwise covered in the above sections.	*
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Any taxes associated with the acquisition of any offered product, title, license, registration fees, or the like are not included in any McNeilus quotation, unless otherwise noted or where required by law. Additionally, requests for service technician training by the SourceWELL members will be offered at current rate less the SourceWELL Member Discount described above, and are not included in the base price of units, unless otherwise noted.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be priced at current rates, and is subjective based on number of miles traveled, fuel costs, insurance rates, and other contributing factors. Customer Pick up for those customers choosing to do so, or providing their own logistics carrier is also available at no charge.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	McNeilus has the ability to assist in coordination of Shipping and Delivery for Alaska, Hawaii, or any offshore delivery location. This requires coordination of different transit methods, for example most often the RCV is driven via driveaway service to a shipping port or marine transfer yard and then wrapped for cargo ship transit to final destination. This unique shipping and delivery requirements are priced on a case by case basis as required. Shipping expenses are not included in the base specifications cost.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As mentioned several times above, McNeilus uses a factory direct sales and distribution model including several factory owned service branches and parts distribution warehouses. McNeilus also recognizes the importance of on site service, and has a robust mobile service network by factory direct service technicians. Additionally, McNeilus has strategic Authorized service and parts distribution centers.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	All Orders will have Net 30 terms from date of delivery to FOB point. Checks, wires, and ACH payments are accepted directly between customer and McNeilus. No other payment methods accepted unless otherwise agreed upon in writing by McNeilus and End User customer.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	We partner with National Cooperative Leasing (Sourcewell Contract #011620-NCL) for turnkey packages best suited to municipal leasing opportunities.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	McNeilus Factory Direct Sales Team Members use a web based quoting tool to build and develop SourceWELL Member body or “package” quotes (body and chassis), and share with the member a quote page containing price with option for signature, body specifications, terms and conditions and an optional data service agreement for those members interested in trialing or signing up for McNeilus’ telematics solution ClearSky. SourceWELL members are also able to commit to a body order by providing McNeilus with PO reflecting the price that has been quoted to them referencing the SourceWELL contract number, and Quote number.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept P-Card for Body or turnkey body and chassis solutions at this time. P-Cards are accepted for parts and service solutions.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *	
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Being a Factory Direct Sales Force, McNeilus has a controlled and straightforward pathway to providing quotes, invoicing, and internal audit measures. With our direct sales force, all quotes that are quoted for municipal customers that identify themselves as SourceWELL Members are built by our sales team, and crosschecked for specification and pricing accuracy by sales leaders. We conduct SourceWELL pricing strategy trainings biannually, and have widened the number of approvers to allow for quicker turnaround times on quotes while still ensuring accuracy. Sales leaders working directly with our data management and finance teams identify and flag all SourceWELL quotes for audit to ensure that the SourceWELL fee is accurately applied, and marked for remittance in the appropriate quarter corresponding with delivery and payment of the body, package, or parts order. Additionally, in the event of any change orders, units being delivered are reviewed again by our finance team for any variation in price from time of original quote and time of delivery to ensure that the correct fee is remitted to SourceWELL.	*
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly and quarterly sales numbers are shared with the sales team as well as corporate leadership specifically around municipal and SourceWELL performance. We use these numbers as coaching opportunities for those sales team members that are not seeing the growth goals expected, while also giving a platform for those who have been successful to share "wins" of how they utilized SourceWELL, and correctly positioned this contract with their municipal contacts. Additionally, using SourceWELL and McNeilus's quarterly touchpoints with sales leaders and supplier development staff, we get up to date information to understand how we are performing in the current year or quarter compared to years past. This helps to shape our sales road map and ensure that we are driving growth through this program and enhanced adoption across the country by our direct sales team. McNeilus anticipates more frequent touchpoints with not only sales leadership, but also the sales team members. A goal for 2024 and beyond will be to ensure all sales team members attend at least one SourceWELL hosted event locally to augment the biannual training conducted internally. Growth through the SourceWELL contract is the Key Performance Indicator that will be looked at most by McNeilus Leadership, specifically gaining incremental sales volume year over year through leveraging the resources available on the SourceWELL supplier website and their people.	*
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	McNeilus is proposing an administrative fee of 1.5% on body, options, and fuel systems, excluding the price of the chassis on those orders that are placed where the chassis is purchased directly from McNeilus. Parts orders will have a percentage based model of 1.5% on total parts purchased, excluding shipping charges.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	For eight consecutive years, Oshkosh Corporation has been recognized as one of the World's Most Ethical Companies by Ethisphere, and is one of only eight honorees in the industrial manufacturing category. Fortune's "World's Most Admired Companies" (2023) 2023 Computerworld's Best Places to Work in IT Forrester's Technology Strategy Impact Winner (2022) Builtin 2023 Best Places to Work Foundry's 2023 CIO 100 Award for the fifth consecutive year. Member of Dow Jones Sustainability Indices DiversityInc Top 50 Military Friendly Awarded 5 consecutive years 2022 Vet's Ready Employer, Gold Winner National Organization on Disability (2022)	*
44	What percentage of your sales are to the governmental sector in the past three years	8.6%	*
45	What percentage of your sales are to the education sector in the past three years	We do not differentiate between governmental and education sectors, as the education sector is a very small portion of our SLED sales. Therefore, this is included in the 8.6% number above.	*
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell: $8,506,835 in 2022, $6,307,660 in 2021, and $9,752,126 in 2020	*
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 9: Top Five Government or Education Customers

Line Item 48. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Exercising option of not naming entity	Government	New York - NY	Refuse Collection Vehicles	155 Units	$15,393,297	*
Exercising option of not naming entity	Government	Georgia - GA	Refuse Collection Vehicles	45 Units	$5,850,011	*
Exercising option of not naming entity	Government	Texas - TX	Refuse Collection Vehicles	49 Units	$5,576,105	*
Exercising option of not naming entity	Government	New Jersey - NJ	Refuse Collection Vehicles	17 Units	$4,584,059	*
Exercising option of not naming entity	Government	Hawaii - HI	Refuse Collection Vehicles	27 Units	$3,531,609	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Atlantic County Utility Authority	Matt Denafo	(609) 272-6950	*
County of Dekalb	Robert Gordon	(404) 297-3280	*
City of Des Moines	Brian Bennett	(515) 323-8940	*

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
50	Sales force.	McNeilus offers a factory direct sales force, and sales process to all Sourcewell members. With this direct sales force only selling Refuse Collection Vehicles, parts and service related to these products Sourcewell members are getting experts helping them with the solutions they need. This also ensures a team of people intimately familiar with the Sourcewell pricing structure, contract, and knowledge of how to provide options to customers via the Sourcewell contract. In addition to our direct sales force of more than 25, McNeilus has recognized the importance of building out a robust sales operations team of over 15 that ensure order accuracy, timely communication, chassis and body compatibility, and quote auditing to ensure pricing accuracy consistent with the Sourcewell contract. Additionally supporting the sales team is a marketing team of four (4) that assist in creating collaterals, social media marketing, trade show support, and organizing virtual monthly, and in person bi annual national sales meetings aimed at providing the latest updates to our direct sales force.	*
51	Dealer network or other distribution methods.	McNeilus currently does not have a dealer network as we have been a factory direct sales organization for over 50 years in the US and Canadian markets. With strategically located factory owned service branches and factory employed mobile service employees, Via this network, along with some strategic 3rd party Authorized Service Centers, McNeilus is well established to sell, service, and support all of our customers, especially Sourcewell members.	*
52	Service force.	With the current mix of McNeilus branch locations and mobile technicians, as well as our partner authorized service center locations, we are ready to meet the needs of customers wherever they may be. We are continuously looking at areas that need more McNeilus service, Parts Warehousing, and mobile technicians and are evaluating where we can continue to grow the footprint to better serve our customers through traditional and nontraditional McNeilus methods. McNeilus currently employees about 75 technicians across the country between our nearly 15 company branch locations, and remote service technicians providing on customer site repairs, warranty, and diagnostic abilities. McNeilus also employs a team of remote (over the phone) factory direct, dedicated, troubleshooting technicians to aid customers in diagnosing and troubleshooting issues through dialing one of our McNeilus help lines.	*
53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will contact a factory direct McNeilus regional sales manager seeking information or a quotation on a refuse collection vehicle. After discussing the customer needs, and potentially an in person review of existing equipment, a specification is set forth and the McNeilus factory direct regional sales manager will use our web based configurator to build the specification and generate a price to the Sourcewell member. All Sourcewell quotes will be reviewed by sales leadership for accuracy, and to ensure all portions of the Sourcewell contract are adhered to, including price and clearly stating the Sourcewell contract number on the quote. The quote and specification are then shared with the Sourcewell member. If the Sourcewell member is providing their own chassis, or a chassis from their local dealer, a chassis specification will be shared with the regional sales manager for a compatibility review to be done by McNeilus engineering and/or Sales Operation team member to ensure correct component placement, integration work is done by, and best possible body fitment. Upon acceptance, either the quote is signed and returned, or a customer issued PO is returned to the regional sales manager, and the documentation is submitted into our quoting tool for placement of the order into our build schedule. Communication will be consistent through the build process to ensure updates are provided, and Sourcewell members know when to expect their equipment so that they can plan accordingly.	*

54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers have several methods to contact our world class customer service. Sourcewell members who have placed an order for a unit already have established a rapport with one of our factory direct sales people. Upon delivery of a unit, our sales team members ensure proper delivery, perform any requested operator training, and ensure the Sourcewell member is comfortable with the parts ordering system, how to process a warranty claim, or how to connect with our technical support hotline. We have a newly launched e-commerce website (www.refuse.streetsmartparts.com) for our parts side of the business. This allows for on demand ordering of parts with a simple log in to our parts ordering system. Personalized trainings are offered by sales staff, or our parts staff on website navigation and account set up at no charge. We also support our parts ordering business through strategically located Customer Support Representatives (CSR) in each time zone to maximize the available hours by phone. McNeilus offers both paper and online warranty claims, as well as personalized training on the entire warranty process, online enrollment, and form completion. We have a clearly defined warranty policy, and offer strong guidance on claim submittal, and what all may be covered as well as provide no charge pick up of failed parts to be returned to McNeilus for inspection and quality reporting. McNeilus's service team are Refuse experts. They are strategically located across North America, with mobile service technicians located at these branches, as well as filling the gaps between the branches. We diagnose, repair, and perform service at customer locations wherever possible to help minimize downtime and reduce customer inconvenience.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	McNeilus has a robust factory direct sales, service, and parts warehousing staff and branches augmented by Authorized service centers. As described above, and several times herein, McNeilus is a market leader across North America for premium refuse collection vehicle needs. Our factory direct staff gets regularly scheduled Sourcewell training, adheres to our quoting and ordering process, and provides hands on support with our customers directly. We are a North American company, headquartered in Dodge Center, MN. McNeilus has seen a tremendous amount of value in the Sourcewell contract over the past 8+ years, and sees the new award as a key to continued growth in the municipal market, and towards overall market share.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	McNeilus being a part of Oshkosh Corporation is positioned well to serve Canada. McNeilus has direct sales staff headquartered out of Canada to support the entire country. We currently serve the government sector there now, and have a very strong presence with private haulers and large fleets.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, We will be serving all of the US and Canada through this contract.	*
58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will be serving all participating entity sectors that have a need for refuse collection vehicles.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no specific contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska or the US Territories.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is and has been a cornerstone in our municipal strategy. We plan to continue to update our marketing material, social media marketing, and trade show marketing to highlight the partnership between McNeilus and Sourcewell. We currently have a page dedicated to national purchasing programs that can be found at: https://www.mcneiluscompanies.com/mcneilus-refuse-old/national-purchasing-programs/ . Here we highlight the Sourcewell advantage, a link to our contract page, and our contract award number. McNeilus plans to have quarterly strategy meetings, bi annual exposure of Sourcewell team members to our direct sales force, and include the Sourcewell Logo and awarded contract on marketing collaterals that are shared with all municipal customers. McNeilus has also set a performance goal for our direct sales force to more actively engage in local and national training events, to ensure the most up to date information on Sourcewell gets to our sales team, and continues to drive the selling behavior we see value in through our Sourcewell relationship and awarded contract. Attached in the document section are some samples of collaterals displaying the Sourcewell badging in the lower right side of shared documents with our municipalities.	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	McNeilus uses social media platforms to promote our products, services, and customers. Additionally, McNeilus is regularly sharing through these platforms community engagement, sustainability efforts, and promoting partnerships with many customers. With a large social media footprint, and dedicated marketing specialist that focuses on these avenues, there is additional opportunity to more publicly share McNeilus and Sourcewell's partnership, contract information, and competitive advantages of using these two well respected organizations together. McNeilus also has a dedicated area on our website demonstrating National cooperative purchasing contracts, and Sourcewell has prominent placement on this page with easy links to follow for more information. Followers & Engagement on Social media Platforms: LinkedIn: More than 11,000 followers and regular posts several times per week. Facebook: More than 6,100 followers, and more than 5,800 likes. Regular posts several times per week. Instagram: Nearly 2,500 followers, and more than 375 posts. Twitter: Over 385 followers and regular tweets several times per week.	*
62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Over, nearly, the last decade Mcneilus has participated in the Sourcewell Contract, the partnership between our two organizations has grown incrementally year over year. Our factory direct sales team has received more training, support and information about Sourcewell and its competitive advantage it provides McNeilus and Sourcewell members with. The ease of finding contract information on the Sourcewell website, access to information from the competitive bid process, and accessibility of McNeilus's direct Sourcewell contacts has aided in helping those Members who may use the contract in other facets of their purchasing be comfortable using this platform for more substantial purchased like Refuse Collection Vehicles. McNeilus, with more resources actively engaged with Sourcewell, will continue to grow this fortuitous relationship and leverage the resources that Sourcewell offers to our factory direct sales team and prospective municipal customers. Future plans that are already in process are invitation to regional and national McNeilus Sales Meetings, and opportunities to speak directly with the McNeilus sales team on Quarterly or Biannual virtual team meetings. These are excellent opportunities to learn about any changes to the program, dedicated time to engage with Sourcewell staff directly, and an opportunity to facilitate "Best Practice" advice and feedback on challenges or headwinds the sales team encounters in the field Lastly, McNeilus proudly displays the Sourcewell flags at local, regional, and national tradeshows as part of our show kits for members to see that we are part of a premier cooperative purchasing program. SourceWELL is prominently placed on our dedicated municipal purchasing page on our company website (mcneiluscompanies.com), and has links to the "Sourcewell advantage" as well as a direct link to the contract page. We have also identified recently, at a Sourcewell supplier event, the strategic use of adding customer testimonials to this webpage and are already in progress of securing more of these success stories of how McNeilus and Sourcewell was able to solve a customer need through a strong partnership.	*
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not offer a customer facing e-procurement site for any Refuse Collection Bodies for any customers. However, we do offer online parts ordering at our parts website (www.refuse.streetsmartparts.com), with the launch of a new ecommerce portal in the last 4 months. Sourcewell members would sign up for a login and password through the website, and can also receive training free of charge on how to navigate the site, set up payment information, and other pertinent information on use of the parts ordering portal.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
64	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Driver training is included and will be conducted by the RSM (Regional Sales Manager) that is assigned to the municipality. Driver training will be conducted upon delivery of the vehicle and request from the municipality. Parts and routine maintenance training is also included and provided by the RSM upon request. Technician/Service training is available upon request and is quoted separately based on training needs, location, number of technicians and product line training.	*
65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	McNeilus uses proximity switches and sensors to ensure proper operation and execution of the body. McNeilus C.O.D.E. (Controls On Demand Environment) provides diagnostics at the operators' fingertips to alert them to any operation that is out of specification.	
66	Describe how the equipment you propose simplifies the operation for end-users.	One of the newest innovations designed to simplify operation for the end-user is CartSeeker, an automated refuse can recognition system that utilizes sensors to identify refuse cans, determine the ideal alignment of the ASL (Automated Side Loader) arm and refuse can. This innovation is exclusive to McNeilus and is designed to shorten driver training, ensure safer can collection, reduce driver fatique and increase heads up operation of the RCV (Refuse Collection Vehicle). McNeilus C.O.D.E is another example of simplifying the operation for the end-user.	
67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	McNeilus utilizes integrated safety protocols written into the software and C.O.D.E. that ensure proper operation of the equipment. This product innovation is available on all Body Types except for the Atlantic Front Loader.	
68	Describe any technological advances that your proposed products or services offer.	Dynamic Load Stabilizer for Front Load RCV's holds the carry can steady while the lift arm extends and retracts, reducing long-term wear & tear. McNeilus® EV Technology with exclusive ePTO technology is a self-contained system that is optimized and dedicated to powering body functions for consistent performance. A zero-emission game changer for your fleet with consistent body performance, no matter the chassis brand. CartSeeker™ Curbside Automation Offering a next-generation solution for everyday collection. Artificial Intelligence-enabled cart detection serving as an extra set of eyes to help save time and improve productivity. ClearSky™ by McNeilus The telematics and fleet management technology you need that provides real-time data to deliver performance, efficiency and safety across your entire fleet.	*
69	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	McNeilus and Oshkosh have Environmental Policies and Procedures including, but not limited to an Environmental Protection Policy and an Energy Management Policy. At McNeilus, we are continuously improving how we make and distribute products to reduce the environmental impact of our products and production. An example of this is Carbon Free Steel which is already used in some of our products today. McNeilus works closely with SSAB who is already one of the world’s most CO2-efficient steel companies. In partnership with SSAB, McNeius, built the first commercial vehicle in the U.S. with fossil-free steel. SSAB is now about to revolutionize iron-ore based steelmaking and aim to be the first in the world to deliver fossil-free steel to the market in 2026. McNeilus wants to offer customers the competitive advantage of a completely fossil-free value chain. McNeilus® EV Technology with exclusive ePTO technology is a self-contained system that is optimized and dedicated to powering body functions for consistent performance. A zero-emission game changer for your fleet with consistent body performance, no matter the chassis brand. Oshkosh, McNeilus continues to be an active member of the Dow Jones Sustainability Index (DJSI) and Oshkosh Corporation was Named to the Dow Jones Sustainability World Index for Fourth Consecutive Year in 2022. This Index is a widely recognized standard for measuring corporate environmental, social and governance (ESG) progress across industries and is comprised of global sustainability leaders identified by S&P Global through the Corporate Sustainability Assessment (CSA). Oshkosh achieved a 93rd percentile rating for its work on environmental matters, 96th percentile for its social initiatives and 93rd percentile for its economic programs. Oshkosh companies, participate in the Department of Energy's Better Buildings, Better Plants Program, voluntarily pledging to reduce our energy intensity by 20% over a 10year period. McNeilus has KPI's for waste and energy reduction and plans to meet these goals month over month which are tracked, recorded and shared throughout the company.	*
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	JUST Capital and CNBC, its media partner, recently released their list of America's Most JUST Companies and out of 951 companies, Oshkosh the parent company of McNeilus ranked 100th overall and 2nd in the Industry for Enviromental. Overall Oshkosh was ranked 4 of 23 within the Commercial Vehicle and Machinery Companies. The information referenced here can be found at https://justcapital.com/companies/oshkosh-corporation	*

71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None	*
72	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	McNeilus is an innovative company backed by Oshkosh Corporation, specializing in heavy duty equipment to the Vocational Market, including Refuce Collection Vehicles. Our coordination and partnerships with the other business units under Oshkosh Corporation helps us to leverage shared innovation and financial strength. McNeilus takes pride in being a direct to market sales organization that provides customers direct contact to the manufacturer. Whether it's an RCV, parts, service or training, the customer can streamline their needs and contact the manufacturer directly.	*

Table 14: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
73	Do your warranties cover all products, parts, and labor?	Yes, as described in the terms of our warranty documents provided.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Base body warranty includes 12 months from in service date, except for major hydraulic components which is 24 months from in service date. There are several options for purchase of extended warranties.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For warrantied items that are under parts and labor coverage, McNeilus technicians travel time and mileage are covered as part of the warranty claim.	*
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	McNeilus covers all areas of the United States and Canada via factory direct technicians, factory owned service branches, authorized service centers, or authorized service technicians.	*
77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For non-McNeilus product installed and sold with a new unit, McNeilus warranty is limited to proven defects related to the installation. Otherwise, this would be passed on the the Original Equipment Manufacturer, unless otherwise stated in the warranty document supplied with this bid. McNeilus will aid in supporting the SourceWELL member to the best of our ability with managing claims within the warranty period.	*
78	What are your proposed exchange and return programs and policies?	We do not offer returns or exchanges on bodies or body/chassis sales. Standard parts may be returned with a restock fee. Custom parts will be evaluated to be returned on a case by case basis.	*
79	Describe any service contract options for the items included in your proposal.	McNeilus will work with the Sourcewell member upon request to customize a service contract tailored to fit the needs of the end user. Pricing is determined as related to each customer's individual requirements.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - MCN_Body_option_parts_Pricing_2024_Final.xlsx - Monday October 16, 2023 11:37:08
- Financial Strength and Stability - Oshkosh.Mcneilus.Annual.Review.2022.pdf - Monday October 16, 2023 11:38:16
- Marketing Plan/Samples - 2023 Zero Radius brochure.pdf - Monday October 16, 2023 11:38:35
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - 1522535 Municipality Warranty Policy Terms 05.2017.pdf - Monday October 16, 2023 11:39:24
- Standard Transaction Document Samples - Sample Proposal Docs.pdf - Monday October 16, 2023 11:39:37
- Requested Exceptions - RFP_071123_Refuse_Vehicles_Contract_Final.docx - Monday October 16, 2023 11:39:51
- Upload Additional Document - 2023 Meridian brochure.pdf - Monday October 16, 2023 11:40:09

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joseph Pisano, Sr. Refuse Sales Manager, McNeilus Financial, INC. DBA McNeilus Truck and Manufacturing

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Docusign Envelope ID: CE1C5C22-2A26-46EE-8B60-72D974A4FB87

AMENDMENT #1
TO
CONTRACT # 110223-MCN

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **Sourcewell** and **McNeilus Financial dba McNeilus Truck & Mfg.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Refuse Collection Vehicles with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective December 23, 2023, through December 28, 2027 (Contract).

Supplier has changed its sales model to include dealers.

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. The Response to Line item 29 under "Table 5: Pricing and Delivery" in the Proposal is deleted in its entirety and replaced with the following:

   "The McNeilus discount offered to Sourcewell members has changed from an eight (8) percent to a three (3) percent discount off of MSRP for all whole goods and options with the exception of extended warranties. Chassis pricing will be priced upon request, as well as requests for rentals, pending availability. McNeilus is establishing a dealer network to build strategic relationships allowing us to harness the strength, experience and large footprint of we/I-established dealerships and enhance the overall customer experience. Our dealers will enhance sales, parts and service support, and bring more access to stock units on the ground along with connection to direct sales and support contacts."

2. The Response to line item 35 under "Table 5: Pricing and Delivery" in the Proposal is deleted in its entirety and replaced with the following:

   "McNeilus uses a combined factory direct and dealer sales and distribution model."

3. The Response to line item 50 under "Table 11: Ability to Sell and Deliver Service" in the Proposal is deleted in its entirety and replaced with the following:

   "McNeilus offers a combined factory direct and dealer sales force. With this sales force, Sourcewell members are getting experts helping them with the solutions they need. This also ensures a team of people intimately familiar with the Sourcewell pricing structure, contract and knowledge of how to provide options to customers via the Sourcewell contract."

4. The Response to line item 52 under "Table 11: Ability to Sell and Deliver Service" in the Proposal is deleted in its entirety and replaced with the following:

Docusign Envelope ID: CE1C5C22-2A26-46EE-8B60-72D974A4FB87

"With the expanding McNeilus dealer network, we are ready to meet the needs of customers wherever they may be. We are continuously working with our dealers to look at areas that need more McNeilus service and mobile technicians and are evaluating where we can continue to grow the footprint to better service our customers through traditional and nontraditional McNeilus methods. McNeilus also employes a team of remote (over the phone) factory direct, dedicated, troubleshooting technicians to aid dealers in diagnosing and troubleshooting issues through dialing one of our McNeilus help lines."

5. The Response to line item 53 under "Table 11: Ability to Sell and Deliver Service" in the Proposal is deleted in its entirety and replaced with the following:

   "Sourcewell members will contact a McNeilus dealer seeking information or a quotation on a refuse collection vehicle. After discussing the customer needs, and potentially an in-person review of existing equipment, a specification is set forth and the McNeilus dealer will use our web-based configurator to build the specification and generate a price to the Sourcewell member. All Sourcewell quotes will be reviewed by sales leadership for accuracy and to ensure all portions of the Sourcewell contract are adhered to, including price and clearly stating the Sourcewell contract number on the quote. The quote and specification are then shared with the Sourcewell member. If the Sourcewell member is providing their own chassis, or a chassis from their local dealer, a chassis specification will be shared with the dealer for a compatibility review to be done by McNeilus engineering and/or sales operations team members to ensure correct component placement, integration work is done and best possible body fitment. Upon acceptance, either the quote is signed and returned, or a customer issued PO is returned to the dealer, and the documentation is submitted into our quoting tool for placement of the order into our build schedule. Communication will be consistent through the build process to ensure updates are provided and Sourcewell members know when to expect their equipment so that they can plan accordingly."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 8/27/2024 | 9:40 AM CDT

McNeilus Financial
dba McNeilus Truck & Mfg.

By: DocuSigned by: Jason Fritz 235FF4DAC9F04E6...

Jason Fritz

Title: VP of Sales, McNeilus

Date: 8/26/2024 | 2:59 PM PDT

Fund 220 - Broken Arrow Municipal Authority
Budget Amendment #29
Fiscal Year 2026
5/5/2026

Estimated Revenue, Fund Balance or Transfers in

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
220-353050		FUND BALANCE	$ 21,468,635	$ (670,000)	$ 20,798,635
2201700-570150	2517170	CAPITAL OUTLAY: CONSTRUCTION	$ 350,000	$ (350,000)	$ -
2205100-570150	2651010	CAPITAL OUTLAY: CONSTRUCTION	$ 80,000	$ (80,000)	$ -
			$ 21,818,635	**$ (1,100,000)**	**$ 20,798,635**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
2205010-570020	2650060	CAPITAL OUTLAY: 4 REAR LOADER TRUCKS	$ -	$ 1,100,000	$ 1,100,000
			$ -	**$ 1,100,000**	**$ 1,100,000**

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 Number 29 appropriates a portion of the fund balance of the Broken Arrow Municipal Authority and transfers current funding from Projects 2517170 and 2651010. This will provide the neccessary funding for Project 2651060, 4 Rear Load Trucks for Solid Waste and Recycling.

Approved by the
Broken Arrow Municipal Authority
Tuesday, May 5, 2026

Attest by Secretary

_____
Chair, Debra Wimpee

_____
Curtis Green

City of Broken Arrow

Request for Action

File #: 26-590, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05/05/2026

Title:
Ratification of the Claims List Check Register Dated April 27, 2026

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from April 13, 2026 through April 27, 2026 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $7,186,149.93 for the various funds.

Governmental Funds	$5,452,456.88
BAMA	$1,733,693.05
BAEDA	$ 0.00
Total	$7,186,149.93

A summary by funds and detail are attached.

Cost: $1,733,693.05

Funding Source: BAMA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated April 27, 2026

Recommendation:..recommend
Ratify Claims List Check Register dated 04/27/2026

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	204,145.59	613
220	BA MUNICIPAL AUTHORITY	1,733,693.05	724
227	CVB-HOTEL MOTEL	2,718.67	39
329	VEHICLE REPLACEMENT FUND	159,908.84	11
330	SALES TAX CAPITAL IMPROVEMENT	301,189.79	16
335	CDBG	2,290.00	1
341	ALCOHOL ENFORCEMENTS	76.00	1
342	STREET LIGHT FUND	6,114.85	12
343	STREET SALES TAX FUND	1,253.50	1
344	PS SALES TAX POLICE	293,760.66	310
345	PS SALES TAX FIRE	127,587.69	170
349	OPIOID SETTLEMENT FUND	50,388.56	2
592	2014 BOND ISSUE	72,255.70	3
593	2018 BOND ISSUE	736,398.74	13
660	WORKERS COMPENSATIONS	66,625.44	16
661	GROUP HEALTH AND LIFE	6,454.44	3
770	DEBT SERVICE GO BOND	3,416,784.41	9
882	AGENCY FUND DEPOSITS	4,504.00	10
Total		7,186,149.93	1,954

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/16/2026	338058	4633	COLONIAL LIFE & ACCIDENT	195529	Payroll Run 1 - Warrant 260327	220 |218590|		2026/9	6,618.69
						Total For Check # 338058			**6,618.69**
04/16/2026	338059	5684	DAVID WARNE	MARCH 24, 2026	EASEMENT ACQUISITIONS:2154250	2205410 |570080|	2154250	2026/10	48,730.00
						Total For Check # 338059			**48,730.00**
04/16/2026	338062	1011	JERRY HANEWINKEL	PDR 04272026	TEXAS WATER CONFERENCE-PER DIEM	2205400 |550030|		2026/10	251.60
						Total For Check # 338062			**251.60**
04/16/2026	338063	5685	JOHN BALDWIN	PDR 04272026	TRXAS WATER CONFERENCE PER DIEM	2205400 |550030|		2026/10	251.60
						Total For Check # 338063			**251.60**
04/16/2026	338090	1917	TIMOTHY ROBINS	PDR 04272026	TEXAS WATER CONFERENCE-PER DIEM	2205401 |550030|		2026/10	251.60
						Total For Check # 338090			**251.60**
04/16/2026	338096	5216	918 WRECKER SERVICE INC.	26-328133	TOW SERIVCE FOR UNIT 2567 SOLID	2205010 |540200|		2026/10	160.00
				26-328345	TOW SERVICE FOR UNIT 2576 SOLID	2205010 |540200|		2026/10	160.00
						Total For Check # 338096			**320.00**
04/16/2026	338098	5520	MINIVEYOR SYSTEMS INC., USA	6361	Mini Conveyor and accessories	2205410 |570040|	2654380	2026/10	13,350.65
						Total For Check # 338098			**13,350.65**
04/16/2026	338099	416	ACCURATE ENVIRONMENTAL	IC25030	LAB SERVICES PERMIT OK0040053	2205410 |530340|		2026/10	2,420.00
						Total For Check # 338099			**2,420.00**
04/16/2026	338100	149	AMERICAN ELECTRIC	844-103-0-2 03312026	FY26 ANNUAL AGREEMENT 955-844-103-	2205100 |550250|		2026/10	2,732.90
				896-715-2-1 04092026	FY26 ANNUAL AGREEMENT 952-896-715-	2205406 |550250|		2026/10	0.01
				050-621-1-9 04092026	FY26 ANNUAL AGREEMENT 953-050-621-	2205415 |550250|		2026/10	107.65
				818-689-2-1 04102026	FY26 ANNUAL AGREEMENT 958-818-689-	2205406 |550250|		2026/10	24.31
						Total For Check # 338100			**2,864.87**
04/16/2026	338102	4935	AMAZON.COM SALES INC	16LR-XWCV-ML6X	Office Supplies	2201700 |550890|	2617140	2026/10	195.49
				1VJJ-9LNT-TMR1	ergonomic mouse	2205010 |560030|		2026/10	19.99
				1W4R-WY7L-V1G6	for dustin	2205130 |560030|		2026/10	18.56
				1Y9D-DH4J-YCJM	Compressor & repair kit- K. Booth-Waiting	2205305 |560240|		2026/10	1,133.95
				1MXH-NTJH-F9PJ	Ice Machine for Countertop	2205130 |560240|		2026/10	119.99
				1MLD-PYQT-DNHG	OFFICE SUPPLIES	2205010 |560030|		2026/10	28.24
				1HV7-QMG9-D6FF	for warehouse	2205130 |560100|		2026/10	26.72

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				11H3-RP7D-C3T6	PW STOCK	220 |141000|		2026/10	103.35
						Total For Check # 338102			**1,646.29**
04/16/2026	338103	1209	AMERICAN ENVIRONMENTAL	17407	HAUL RCRA EMPTY CONTAINERS TO	2205410 |540300|		2026/10	911.53
						Total For Check # 338103			**911.53**
04/16/2026	338104	1465	AMERICAN WASTE CONTROL	317917	ROLL OFF DUMPSTER RENTAL AND	2205405 |540320|		2026/10	56.00
						Total For Check # 338104			**56.00**
04/16/2026	338105	2508	AMERIFLEX HOSE &	523462	BLANKET PO - HOSES & FITTINGS	2205120 |560230|		2026/10	69.99
						Total For Check # 338105			**69.99**
04/16/2026	338106	945	AYS LLC	313519	PORTAVLE RESTROOM FOR JOBSITE	2205403 |540330|		2026/10	108.00
						Total For Check # 338106			**108.00**
04/16/2026	338108	5653	ATLAS UTILITY SUPPLY	031910	DQ-G-YZ-R-S-BW-WW-S-XX-S-G-F Model:	2205415 |570040|	2654570	2026/10	11,245.50
						Total For Check # 338108			**11,245.50**
04/16/2026	338109	1315	UNITED FORD SOUTH LLC	7827693	UNIT 2588	2205400 |540200|		2026/10	259.95
						Total For Check # 338109			**259.95**
04/16/2026	338113	20	BROKEN ARROW LAWN &	131678	BLANKET PO FOR MISC	2205305 |540290|		2026/10	159.98
				130874	BLANKET PO FOR MISC	2205305 |560230|		2026/10	9.71
				130744	BLANKET PO FOR MISC	2205305 |560230|		2026/10	62.05
				130852	BLANKET PO FOR MISC	2205305 |560240|		2026/10	556.49
						Total For Check # 338113			**788.23**
04/16/2026	338117	37	CINTAS CORPORATION	5327855602	FIRST AID KIT REFILL	2205115 |560230|		2026/10	66.24
						Total For Check # 338117			**66.24**
04/16/2026	338118	996	CITY OF BROKEN ARROW	195525	Payroll Run 1 - Warrant 260327	220 |218180|		2026/9	614.99
				195525	Payroll Run 1 - Warrant 260327	220 |218360|		2026/9	4,279.97
						Total For Check # 338118			**4,894.96**
04/16/2026	338119	1391	CLEAN THE UNIFORM CO	52187643	52187643 04/10/2026	2205305 |540310|		2026/10	148.81
				52187643	52187643 04/10/2026	2205305 |540330|		2026/10	13.50
				52186540	52186540 04/03/2026	2205305 |540310|		2026/10	148.81
				52186540	52186540 04/03/2026	2205305 |540330|		2026/10	13.50

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						Total For Check # 338119			**324.62**
04/16/2026	338120	565	CMC STEEL FABRICATORS INC	118735	.) TS 420 rescue saws-For Matt D.	2205305 |560240|		2026/10	2,350.00
						Total For Check # 338120			**2,350.00**
04/16/2026	338121	5323	COLUMN SOFTWARE PBC	B6BD5005-0308	BIDS FOR ADVERTISING	2205130 |550050|		2026/10	147.93
				B6BD5005-0310	BIDS FOR ADVERTISING	2205130 |550050|		2026/10	159.12
						Total For Check # 338121			**307.05**
04/16/2026	338123	46	CUMMINS SOUTHERN PLAINS	91-260494588	UNIT # 1735 JEFF	2205010 |540200|		2026/10	7,038.25
						Total For Check # 338123			**7,038.25**
04/16/2026	338125	634	DELL MARKETING L.P.	10868713917	Cad computer for Carlos Lopez	2205225 |560240|		2026/10	3,305.00
				10844549005	Dell HW for SCADA System upgrade WTP	2205405 |570040|	2554340	2026/10	14,247.39
						Total For Check # 338125			**17,552.39**
04/16/2026	338126	3307	DP SUPPLY	3004816	18" HP Storm pipe-David Reinke/Matt Duran	2205305 |560230|		2026/10	1,772.00
						Total For Check # 338126			**1,772.00**
04/16/2026	338127	2107	EMPIRE PRINTING	63307	Travis Small Uniform	2205230 |560100|		2026/10	206.73
						Total For Check # 338127			**206.73**
04/16/2026	338130	4110	FLEET FUELS LLC	SI-71544	TANK SETS PLUS DIESEL AND	220 |143015|		2026/10	11,605.97
				SI-72392	TANKS SETS PLUS DIESEL AND	220 |143015|		2026/10	10,352.86
						Total For Check # 338130			**21,958.83**
04/16/2026	338132	153	GELLCO UNIFORMS & SHOES	00308515	BLANKET PO FOR UNIFORMS/BOOTS	2205010 |560100|		2026/10	200.00
				00302562	CARHARTT HOODIES/JACKETS FOR	2205115 |560100|		2026/10	575.94
				00307857	BLANKET PO FOR UNIFORMS/BOOTS	2205120 |560100|		2026/10	161.99
						Total For Check # 338132			**937.93**
04/16/2026	338133	1256	GEODECA LLC	2603022	ESMT & PPROPOSED SANITARY SEWER	2205410 |570080|	2154250	2026/10	950.00
						Total For Check # 338133			**950.00**
04/16/2026	338134	5680	NATHAN GOODACRE	2273	2273 04/06/2026	2205305 |540280|		2026/10	7,025.00
				2283	2283 04/13/2026	2205305 |540280|		2026/10	7,025.00
						Total For Check # 338134			**14,050.00**

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04/16/2026	338136	76 GRAINGER	9865478060	PW STOCK-GEORGIA-PACIFIC Toilet	220 |141000|		2026/10	306.38
			9861042779	Din Rail Power Supply,1.25 A,30 W	2205405 |560450|		2026/10	101.64
					Total For Check # 338136			**408.02**
04/16/2026	338138	79 GREEN ACRE SOD FARMS	15235	BL;ANKET PO FOR BERMUDA SOD	2205305 |560230|		2026/10	95.00
			14857	BL;ANKET PO FOR BERMUDA SOD	2205305 |560230|		2026/10	47.50
			14896	BL;ANKET PO FOR BERMUDA SOD	2205400 |560230|		2026/10	95.00
			14895	BL;ANKET PO FOR BERMUDA SOD	2205400 |560230|		2026/10	95.00
			14897	BL;ANKET PO FOR BERMUDA SOD	2205400 |560230|		2026/10	95.00
			15201	BL;ANKET PO FOR BERMUDA SOD	2205400 |570150|	2254400	2026/10	190.00
					Total For Check # 338138			**617.50**
04/16/2026	338139	686 H G FLAKE SUPPLY CO	0424033-IN	BLANKET PO FOR PIPE FITTINGS	2205405 |560230|		2026/10	56.50
					Total For Check # 338139			**56.50**
04/16/2026	338141	4978 HIPOWER SYSTEMS	2026-053	BLANKET PO FOR BID# 26.122	2205410 |540280|		2026/10	308.56
			2026-053	BLANKET PO FOR BID# 26.122	2205415 |540280|		2026/10	154.28
			2026-051	CITY COUNCIL APPROVED 06/16/25	2205415 |540280|		2026/10	2,866.66
					Total For Check # 338141			**3,329.50**
04/16/2026	338143	115 INCOG	227877	4TH QTR MEMBERHIP DUES FY 2026	2201700 |530850|		2026/10	11,639.87
			227869	4TH QTR COALITION OF TULSA AREA	2201700 |530850|		2026/10	2,519.37
					Total For Check # 338143			**14,159.24**
04/16/2026	338145	3537 J & J BOWERS LAWN CARE	40526	SOUTH SIDE MOWING	2205305 |540280|		2026/10	6,285.00
			260504	MOWING AROUND LIFT STATIONS	2205415 |540280|		2026/10	1,025.00
			261204	BLANKET PO FOR LAWN CARE	2205400 |540280|		2026/10	1,000.00
					Total For Check # 338145			**8,310.00**
04/16/2026	338146	5131 KEVIN BEHE	15872	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.19
			15872	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.48
			15872	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.36
			15872	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	5.61
			15909	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.43
			15909	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.57
			15909	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.43
			15909	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	6.73
			15894	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	0.72

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			15894	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.29
			15894	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.21
			15894	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	3.36
			15895	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.43
			15895	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.57
			15895	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.43
			15895	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	6.73
			15959	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.19
			15959	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.48
			15959	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.36
			15959	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	5.60
			15954	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.55
			15954	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.62
			15954	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.46
			15954	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	7.29
			15952	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	0.96
			15952	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.38
			15952	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.28
			15952	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	4.48
			15953	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.19
			15953	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.48
			15953	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.36
			15953	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	5.61
			15955	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.19
			15955	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.48
			15955	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.36
			15955	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	5.60
			15956	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.19
			15956	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.48
			15956	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.36
			15956	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	5.61
			15957	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.19
			15957	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.48
			15957	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.36
			15957	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	5.60
			15958	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.19
			15958	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.48
			15958	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.36

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			15958	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	5.61
			15910	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.43
			15910	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.57
			15910	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.43
			15910	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	6.73
			15896	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	0.72
			15896	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.28
			15896	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.21
			15896	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	3.36
			15897	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.55
			15897	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.62
			15897	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.46
			15897	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	7.29
			15898	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.43
			15898	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.57
			15898	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.43
			15898	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	6.73
			15899	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	0.96
			15899	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.38
			15899	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.28
			15899	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	4.48
			15900	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	0.96
			15900	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.38
			15900	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.28
			15900	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	4.48
			15901	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	0.96
			15901	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.38
			15901	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.28
			15901	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	4.48
			15907	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.55
			15907	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.62
			15907	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.46
			15907	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	7.29
			15911	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	3.11
			15911	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	1.23
			15911	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.93
			15911	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	14.57
			15903	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.19

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				15903	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.48
				15903	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.36
				15903	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	5.61
				15951	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.55
				15951	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.62
				15951	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.46
				15951	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	7.29
				15891	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	0.96
				15891	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.38
				15891	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.28
				15891	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	4.48
				15890	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.19
				15890	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.47
				15890	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.36
				15890	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	5.60
				15892	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.19
				15892	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.47
				15892	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.36
				15892	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	5.61
				15893	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.19
				15893	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.48
				15893	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.36
				15893	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	5.60
						Total For Check # 338146			**219.78**
04/16/2026	338147	2004	KIMLEY-HORN & ASSOCIATES	061292300-0226	091537	2205400 |570160|	165424	2026/10	10,250.00
						Total For Check # 338147			**10,250.00**
04/16/2026	338148	124	KIMS INTERNATIONAL	0156084-IN	BLANKET PO - MISC. FITTINGS	2205410 |560240|		2026/10	313.40
						Total For Check # 338148			**313.40**
04/16/2026	338153	131	LOCKE SUPPLY COMPANY	57984947-00	BLANKET PO FOR PLUMBING &	2205415 |560410|		2026/10	4.77
				57852617-00	BLANKET PO FOR PLUMBING &	2205415 |560410|		2026/10	152.50
				57573356-00	BLANKET PO FOR PLUMBING &	2205415 |560410|		2026/10	39.62
				57976436-00	BLANKET PO FOR PLUMBING &	2205415 |560410|		2026/10	6.48
				57924223-00	BLANKET PO FOR PLUMBING &	2205400 |570150|	2254400	2026/10	35.76
						Total For Check # 338153			**239.13**

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04/16/2026	338156	5475	MATRIX IMAGING SOLUTIONS	DP2601619	UTILITY BILLING PRINTING	2201503 |550280|		2026/10	11,614.21
				DP2601619	UTILITY BILLING PRINTING	2201503 |550390|		2026/10	22,002.24
						Total For Check # 338156			**33,616.45**
04/16/2026	338160	25	NAPA AUTO PARTS	024909	AHDWMPHDC1	2205400 |560230|		2026/10	7.93
				024913	523666	2205120 |560230|		2026/10	77.77
				024914	MTP65HD	2205120 |560200|		2026/10	149.29
				024915	2413	2205010 |560230|		2026/10	38.04
				024916	388BDM	2205010 |560190|		2026/10	304.13
				024918	7502	2205100 |560200|		2026/10	4.25
				024918	115	2205100 |560210|		2026/10	15.50
				024918	5W20BULK	2205100 |560210|		2026/10	27.04
				024921	F244465DUEL	2205010 |560190|		2026/10	1,357.66
				024925	WWFDRUM	2205120 |560210|		2026/10	150.00
				024926	3544667	2205010 |560200|		2026/10	102.52
				024927	G906083	2205010 |560200|		2026/10	73.22
				024927	G3810360404	2205010 |560200|		2026/10	5.18
				024928	X004HF133D	2205305 |560200|		2026/10	124.42
				24931	0710843004	2205010 |560200|		2026/10	57.27
				024932	366BDMDUAL	2205010 |560190|		2026/10	479.48
				024933	AHDWMPHDC1	2205400 |560230|		2026/10	15.86
						Total For Check # 338160			**2,989.56**
04/16/2026	338162	5247	NEXLEVEL REDI MIX LLC	8732	Blanket PO for Concrete	2205400 |560270|		2026/10	143.00
						Total For Check # 338162			**143.00**
04/16/2026	338163	5149	OFFEN PETROLEUM LLC	INV2064928	FUEL FOR STREETS LOCATION - TBD	220 |142000|		2026/10	9,758.07
				INV2064924	FUEL FOR STREETS LOCATION - TBD	220 |142000|		2026/10	13,971.93
				INV2045355	FUEL FOR STREETS LOCATION - TBD	220 |142000|		2026/10	19,134.18
				INV2082899	FUEL FOR STREETS LOCATION - TBD	220 |142000|		2026/10	22,636.55
						Total For Check # 338163			**65,500.73**
04/16/2026	338165	1177	ONLINE INFORMATION	1379932	UTILITY EXCHANGE REPOT	2201503 |550280|		2026/10	725.20
						Total For Check # 338165			**725.20**
04/16/2026	338167	96	OTA PIKEPASS CENTER	20260392753	20260392753 03/31/2026	2205100 |550030|		2026/10	27.66
				20260392753	20260392753 03/31/2026	2205120 |550030|		2026/10	6.25
				20260392753	20260392753 03/31/2026	2205010 |550030|		2026/10	400.30

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				20260392753	20260392753 03/31/2026	2205200 |550030|		2026/10	3.91
				20260392753	20260392753 03/31/2026	2205205 |550030|		2026/10	25.24
				20260392753	20260392753 03/31/2026	2205210 |550030|		2026/10	17.94
				20260392753	20260392753 03/31/2026	2205305 |550030|		2026/10	39.63
				20260392753	20260392753 03/31/2026	2205400 |550030|		2026/10	12.60
				20260392753	20260392753 03/31/2026	2205403 |550030|		2026/10	15.29
				20260392753	20260392753 03/31/2026	2205405 |550030|		2026/10	5.61
				20260392753	20260392753 03/31/2026	2205406 |550030|		2026/10	3.88
				20260392753	20260392753 03/31/2026	2205410 |550030|		2026/10	270.55
				20260392753	20260392753 03/31/2026	2205415 |550030|		2026/10	0.64
						Total For Check #	**338167**		**829.50**
04/16/2026	338169	232	PREFERRED BUSINESS	INV286299	INV286299 04/09/2026	2205010 |560230|		2026/10	100.10
				INV286299	INV286299 04/09/2026	2205406 |560230|		2026/10	36.18
						Total For Check #	**338169**		**136.28**
04/16/2026	338173	596	REGIONAL METROPOLITAN	445456	HAIKEY CREEK WWTP O & M	2205410 |540450|		2026/10	185,210.45
				445456A	CITY COUNCIL APPROVED 05/20/2025	2205410 |570170|	2654390	2026/10	18,015.64
						Total For Check #	**338173**		**203,226.09**
04/16/2026	338174	5481	RINGCENTRAL, INC.	CD_001391398	Ring Central MRC for Fiscal 26	2201503 |550220|		2026/10	120.43
				CD_001391398	Ring Central MRC for Fiscal 26	2205010 |550220|		2026/10	160.91
				CD_001391398	Ring Central MRC for Fiscal 26	2205115 |550220|		2026/10	106.95
				CD_001391398	Ring Central MRC for Fiscal 26	2205120 |550220|		2026/10	67.44
				CD_001391398	Ring Central MRC for Fiscal 26	2205130 |550220|		2026/10	80.93
				CD_001391398	Ring Central MRC for Fiscal 26	2205205 |550220|		2026/10	470.19
				CD_001391398	Ring Central MRC for Fiscal 26	2205305 |550220|		2026/10	228.35
				CD_001391398	Ring Central MRC for Fiscal 26	2205400 |550220|		2026/10	53.96
				CD_001391398	Ring Central MRC for Fiscal 26	2205401 |550220|		2026/10	94.42
				CD_001391398	Ring Central MRC for Fiscal 26	2205403 |550220|		2026/10	26.98
				CD_001391398	Ring Central MRC for Fiscal 26	2205404 |550220|		2026/10	26.98
				CD_001391398	Ring Central MRC for Fiscal 26	2205405 |550220|		2026/10	174.39
				CD_001391398	Ring Central MRC for Fiscal 26	2205406 |550220|		2026/10	53.96
				CD_001391398	Ring Central MRC for Fiscal 26	2205410 |550220|		2026/10	67.44
				CD_001391398	Ring Central MRC for Fiscal 26	2205415 |550220|		2026/10	53.96
						Total For Check #	**338174**		**1,787.29**
04/16/2026	338175	2173	RJN GROUP INC	429905	S.25050 Lynn Lane Trunk Sewer	2205415 |570160|	S.25050	2026/10	34,200.00

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						Total For Check # 338175			**34,200.00**
04/16/2026	338176	4926	ROBERT H WAGER COMPANY	100281	BAMA APPROVED 02/04/26	2205405 |570150|	2654620	2026/10	19,000.00
				100281	BAMA APPROVED 02/04/26	2205415 |570150|	2654620	2026/10	143,400.00
						Total For Check # 338176			**162,400.00**
04/16/2026	338183	969	SHERWOOD CONSTRUCTION	299127	BACKUP BLANKET PO FOR ASHPALT	2205400 |570150|	2254400	2026/10	630.60
						Total For Check # 338183			**630.60**
04/16/2026	338204	4962	TULSA WINWATER CO.	034337 03	PW STOCK	220 |141000|		2026/10	9,935.80
				034318 01	PW STOCK	220 |141000|		2026/10	2,090.00
				034312 02	METERSETTER 2" FOR DERRIAL	220 |141000|		2026/10	20,047.20
						Total For Check # 338204			**32,073.00**
04/16/2026	338205	1808	TULSA'S GREEN COUNTRY	114013	114013 04/10/2026	2205120 |550370|		2026/10	696.32
						Total For Check # 338205			**696.32**
04/16/2026	338206	333	TURNER ROOFING SERVICES	26-2079	26-2079 04/07/2026	2205100 |540070|		2026/10	500.00
						Total For Check # 338206			**500.00**
04/16/2026	338207	1496	TWIN CITIES READY MIX INC	318841	BLANKET PO FOR MISC	2205400 |560270|		2026/10	234.75
				318929	BLANKET PO FOR MISC	2205305 |560270|		2026/10	592.00
				319128	BLANKET PO FOR MISC	2205400 |560270|		2026/10	820.00
				319323	BLANKET PO FOR MISC	2205305 |560270|		2026/10	296.00
				319322	BLANKET PO FOR MISC	2205400 |560270|		2026/10	370.00
				319229	BLANKET PO FOR MISC	2205400 |560270|		2026/10	370.00
				319041	BLANKET PO FOR MISC	2205400 |560270|		2026/10	229.50
				318842	BLANKET PO FOR MISC	2205400 |560270|		2026/10	296.00
				318772	BLANKET PO FOR MISC	2205400 |560270|		2026/10	370.00
						Total For Check # 338207			**3,578.25**
04/16/2026	338209	4594	U.S.PAYMENTS, LLC	041040	US PAYMENTS	2201503 |550280|		2026/10	52.05
						Total For Check # 338209			**52.05**
04/16/2026	338210	1324	ULINE	206270462	Tork® H1 Kraft Roll Towels - 7.7" x 700'	220 |141000|		2026/10	592.57
						Total For Check # 338210			**592.57**
04/16/2026	338212	744	UNITED RENTALS, INC	259518789-001	MATERIAL RENTAL FOR WATER LINE	2205403 |570150|	WL22030	2026/10	1,874.32

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						Total For Check # 338212			**1,874.32**
04/16/2026	338213	44	UTILITY SUPPLY	3006485	PARTS FOR HOUSTON ST WATERLINE	2205400 |570150|	2254400	2026/10	905.00
						Total For Check # 338213			**905.00**
04/16/2026	338217	897	WASTE MANAGEMENT QUARRY	0069100-2185-3	5-50248-03006 FEB 1-28, 2026 0069100-	2205010 |540300|		2026/10	1,531.48
				0069212-2185-6	5-50248-03006 MAR 1-31, 2026 0069212-	2205010 |540300|		2026/10	2,806.07
				0069242-2185-3	DISPOSAL OF SCREENING GRIT AT	2205410 |540300|		2026/10	78.56
				2436842-1006-1	2436842-1006-1 22-94287-53000 MAR 16-	2205410 |540300|		2026/10	1,003.04
				2436842-1006-1	2436842-1006-1 22-94287-53000 MAR 16-	2205410 |540330|		2026/10	188.43
				0069206-2185-8	0069206-2185-8 MAR 1-31, 2026 2-70303-	2205410 |540300|		2026/10	14,421.86
				0069214-2185-2	6-95673-83006 MAR 1-31, 2026 0069214-	2205010 |540300|		2026/10	103,069.16
						Total For Check # 338217			**123,098.60**
04/16/2026	338219	1095	WINDSTREAM HOLDINGS II LLC	101035457 03122026	FY26 ANNUAL 101035457 MARCH 12,	2205415 |550220|		2026/10	88.91
				100979352 03122026	FY26 ANNUAL 100979352 MARCH 12,	2205405 |550220|		2026/10	82.19
				10103457 04132026	FY26 ANNUAL 101035457 APRIL 11, 2026	2205415 |550220|		2026/10	88.82
				100979352 04132026	FY26 ANNUAL 100979352 APRIL 11, 2026	2205405 |550220|		2026/10	82.12
				101238789 04092026	FY26 ANNUAL AGREEMENT	2205415 |550220|		2026/10	86.22
						Total For Check # 338219			**428.26**
04/16/2026	338222	5294	Z&M ENTERPRISE, LLC	2059	Replacement UV Bulbs	2205410 |560230|		2026/10	2,320.96
						Total For Check # 338222			**2,320.96**
04/23/2026	338223	5677	2 POPS CATERING LLC	42873613393	42873613393 20% DEPOSIT FOR	2201700 |550890|	2617140	2026/10	899.36
						Total For Check # 338223			**899.36**
04/23/2026	338227	852	BRIAN GAYNOR	T&A 04062026	TRAVEL & ACCOMODATIONS TYLER	2205120 |550030|		2026/10	707.77
						Total For Check # 338227			**707.77**
04/23/2026	338230	4813	KURT STRETCH	T&A 04072026	TRAVEL AND ACCOMODATIONS 2026	2205100 |550030|		2026/10	679.18
						Total For Check # 338230			**679.18**
04/23/2026	338238	999900	OTP - AR REFUNDS	REC-037808-20261	REFUND WATER METER	22061 |441000|		2026/10	5,826.00
						Total For Check # 338238			**5,826.00**
04/23/2026	338260	416	ACCURATE ENVIRONMENTAL	ID01134	ID01134 04/10/2026	2205404 |530340|		2026/10	205.00
				ID02072	ID02072 04/10/2026	2205404 |530340|		2026/10	205.00

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				ID02073	ID02073 04/13/2026	2205404 |530340|		2026/10	1,540.00
				ID07052	ID07052 04/13/2026	2205410 |530340|		2026/10	80.00
				S21343	S21343 MARCH 27, 2026	2205415 |530110|		2026/10	30.00
						Total For Check # 338260			**2,060.00**
04/23/2026	338263	149	AMERICAN ELECTRIC	910-761-0-2 04102026	FY26 ANNUAL AGREEMENT SINGLES	2205400 |550250|		2026/10	23.69
				607-667-1-7 04102026	FY26 ANNUAL AGREEMENT SINGLES	2205415 |550250|		2026/10	87.87
				324-103-0-2 03302026	FY26 ANNUAL AGREEMENT 958-324-103-	2205415 |550250|		2026/10	20,465.34
				305-287-1-0 04102026	FY26 ANNUAL AGREEMENT SINGLES	2205405 |550250|		2026/10	11,880.88
				309-939-0-3 04162026	FY26 ANNUAL AGREEMENT 958-309-939-	2205415 |550250|		2026/10	170.88
				581-031-0-9 04152026	FY26 ANNUAL AGREEMENT 953-581-031-	2205410 |550250|		2026/10	75.24
						Total For Check # 338263			**32,703.90**
04/23/2026	338266	4935	AMAZON.COM SALES INC	1GPF-6K7J-GFWK	COFFEE FOR OFFICE	2205401 |560230|		2026/10	51.18
				1P4J-PTDL-K7DN	FOR HP OFFICE JET PRO 9730E	2205400 |560030|		2026/10	114.98
				1MVK-34CH-6NXG	Construction IPhone Acessories	2205200 |560230|		2026/10	98.97
				1VRT-G7TV-MGRF	FORKLIFT CERT PROGRAM - CARL	2205010 |560230|		2026/10	49.98
				1PQT-139R-9NXY	wireless ergonomic mouse	2205010 |560030|		2026/10	17.72
				1NNX-YLM4-J1XM	PURCHASING OFFICE SUPPLIES	2205130 |560030|		2026/10	36.70
				1NNX-YLM4-J1XM	PURCHASING OFFICE SUPPLIES	2205130 |560230|		2026/10	37.95
				1TFW-7NYR-JYL1	ITEM: Sharpie King Size Permanent	2205305 |560230|		2026/10	113.96
						Total For Check # 338266			**521.44**
04/23/2026	338268	5180	AMERICAN MEDICAL GAS	4556	BLANKET PO FOR EMS OXYGEN AND	2205130 |560210|		2026/10	135.00
						Total For Check # 338268			**135.00**
04/23/2026	338269	11	ANCHOR STONE CO	260572609	PA 13 S.23070 PO 22501661 03/20/2026	2205415 |570150|	S.23070	2026/10	452.16
						Total For Check # 338269			**452.16**
04/23/2026	338270	4846	APAC-CENTRAL, INC.	7002382492	PA 13 S.23070 PO 22501661 03/20/2026	2205403 |570150|	WL25010	2026/10	1,074.69
				7002407319	PA 13 S.23070 PO 22501661 03/20/2026	2205403 |570150|	WL25010	2026/10	765.80
						Total For Check # 338270			**1,840.49**
04/23/2026	338271	4591	LINKO TECHNOLOGY INC	117550	Bama approved 4/21	2205405 |540550|		2026/10	10,208.00
						Total For Check # 338271			**10,208.00**
04/23/2026	338273	885	ATWOOD DISTRIBUTING LP	3804	BLANKET PO SAFETY SHOES & MISC	2205305 |560230|		2026/10	30.98
				3828	BLANKET PO SAFETY SHOES & MISC	2205415 |560410|		2026/10	0.75

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				3831	BLANKET PO SAFETY SHOES & MISC	2205410 |560230|		2026/10	250.83
						Total For Check # 338273			**282.56**
04/23/2026	338278	1594	BIO-CHEM INDUSTRIES INC.	S1098OK	BAMA APPROVED 03/03/26 - SULFIDE	2205415 |540280|		2026/10	29,491.74
						Total For Check # 338278			**29,491.74**
04/23/2026	338279	1204	BISHOP LIFTING PRODUCTS	PSI00513520	PW STOCK	220 |141000|		2026/10	1,960.80
						Total For Check # 338279			**1,960.80**
04/23/2026	338285	2315	WHITE CAP, LP	50036035366	PW STOCK-Concrete washout	220 |141000|		2026/10	2,444.40
						Total For Check # 338285			**2,444.40**
04/23/2026	338286	5650	EVERYDAY OVERHEAD DOOR	65	OVERHEAD DOORS FOR FIELD OPS	2205415 |570170|	2654300	2026/10	13,418.39
						Total For Check # 338286			**13,418.39**
04/23/2026	338289	2083	CHEMTRADE CHEMICALS US	90375784	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2026/10	19,907.00
				90379536	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2026/10	19,888.00
				90379535	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2026/10	19,368.80
						Total For Check # 338289			**59,163.80**
04/23/2026	338292	37	CINTAS CORPORATION	5328647302	BLANKET PO FOR ALL DEPARTMENT	2205010 |560230|		2026/10	60.39
				5328647304	BLANKET PO FOR ALL DEPARTMENT	2205115 |560230|		2026/10	203.93
				5328647303	BLANKET PO FOR ALL DEPARTMENT	2205130 |560230|		2026/10	83.78
				5328647301	BLANKET PO FOR ALL DEPARTMENT	2205010 |560230|		2026/10	79.90
				5328417901	BLANKET PO FOR ALL DEPARTMENT	2205120 |540280|		2026/10	44.42
				5327987302	BLANKET PO FOR ALL DEPARTMENT	2205410 |560230|		2026/10	72.45
				5328647308	BLANKET PO FOR ALL DEPARTMENT	2205305 |560230|		2026/10	214.74
						Total For Check # 338292			**759.61**
04/23/2026	338293	295	CITY OF TULSA	2156415 03302026	WATER USAGE FEES 204713-2156415	2205405 |540930|		2026/10	896.76
				2156415 02272026	WATER USAGE FEES	2205405 |540930|		2026/10	861.73
				445334	CITY COUNCIL APPROVED 03/07/23	2205410 |570160|	HC23020	2026/10	18,405.29
						Total For Check # 338293			**20,163.78**
04/23/2026	338294	1391	CLEAN THE UNIFORM CO	52187648	52187648 04/10/2026	2205410 |540310|		2026/10	31.92
				52187648	52187648 04/10/2026	2205410 |540330|		2026/10	0.68
				52187648	52187648 04/10/2026	2205410 |540330|		2026/10	3.75
				52186543	52186543 04/03/2026	2205405 |540310|		2026/10	57.60

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			52186543	52186543 04/03/2026	2205405 |540330|		2026/10	7.50
			52185431	52185431 03/27/2026	2205405 |540310|		2026/10	57.60
			52185431	52185431 03/27/2026	2205405 |540330|		2026/10	21.27
			52184330	52184330 03/20/2026	2205405 |540300|		2026/10	7.50
			52184330	52184330 03/20/2026	2205405 |540310|		2026/10	57.60
			52150825	52150825 AUG 22, 2025	2205405 |540310|		2026/10	53.81
			52150825	52150825 AUG 22, 2025	2205405 |540330|		2026/10	7.50
			52187167	52187167 APRIL 8, 2026	2205130 |540310|		2026/10	6.60
			52187167	52187167 APRIL 8, 2026	2205120 |540310|		2026/10	86.89
			52187167	52187167 APRIL 8, 2026	2205400 |540310|		2026/10	114.81
			52187167	52187167 APRIL 8, 2026	2205415 |540310|		2026/10	91.63
			52187167	52187167 APRIL 8, 2026	2205406 |540310|		2026/10	39.22
			52187167	52187167 APRIL 8, 2026	2205403 |540310|		2026/10	68.56
			52187167	52187167 APRIL 8, 2026	2205115 |540310|		2026/10	32.18
			52187167	52187167 APRIL 8, 2026	2205010 |540310|		2026/10	628.37
			52187167	52187167 APRIL 8, 2026	2201700 |540330|		2026/10	3.90
			52187167	52187167 APRIL 8, 2026	2205120 |540330|		2026/10	25.00
			52187167	52187167 APRIL 8, 2026	2205400 |540330|		2026/10	9.48
			52186056	52186056 APRIL 1, 2026	2205130 |540310|		2026/10	6.60
			52186056	52186056 APRIL 1, 2026	2205120 |540310|		2026/10	86.89
			52186056	52186056 APRIL 1, 2026	2205400 |540310|		2026/10	114.81
			52186056	52186056 APRIL 1, 2026	2205415 |540310|		2026/10	91.63
			52186056	52186056 APRIL 1, 2026	2205406 |540310|		2026/10	39.22
			52186056	52186056 APRIL 1, 2026	2205403 |540310|		2026/10	68.56
			52186056	52186056 APRIL 1, 2026	2205115 |540310|		2026/10	32.18
			52186056	52186056 APRIL 1, 2026	2205010 |540310|		2026/10	628.37
			52186056	52186056 APRIL 1, 2026	2201700 |540330|		2026/10	3.90
			52186056	52186056 APRIL 1, 2026	2205120 |540330|		2026/10	25.00
			52186056	52186056 APRIL 1, 2026	2205400 |540330|		2026/10	9.48
			52179922	UNIFORMS FLOOR MATS DUST MOPS	2205410 |540310|		2026/10	31.92
			52179922	UNIFORMS FLOOR MATS DUST MOPS	2205410 |540330|		2026/10	7.54
			52179922	UNIFORMS FLOOR MATS DUST MOPS	2205410 |540330|		2026/10	3.75
			52188764	52188764 APRIL 17, 2026	2205410 |540310|		2026/10	31.92
			52188764	52188764 APRIL 17, 2026	2205410 |540330|		2026/10	22.02
			52186544	52186544 APRIL 3, 2026	2205410 |540310|		2026/10	31.92
			52186544	52186544 APRIL 3, 2026	2205410 |540330|		2026/10	8.52
			52186544	52186544 APRIL 3, 2026	2205410 |540330|		2026/10	3.75
					Total For Check # 338294			**2,661.35**

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04/23/2026	338295	3832	CLOSED LOOP FUND	1635	1635 APRIL 1, 2026	2205010 |584010|		2026/10	30,952.38
				1634	1634 APRIL 1, 2026	2205010 |584010|		2026/10	14,925.37
						Total For Check # 338295			**45,877.75**
04/23/2026	338296	4393	CLOUDPOINT GEOSPATIAL INC	INV-06827	Monthly Managed Services	2201205 |530870|		2026/10	7,250.00
						Total For Check # 338296			**7,250.00**
04/23/2026	338297	565	CMC STEEL FABRICATORS INC	11448X	Materials & Supplies For Matt Duran	2205305 |560230|		2026/10	439.50
						Total For Check # 338297			**439.50**
04/23/2026	338300	1270	CORE & MAIN	J000014250	PW STOCK 2" METER	220 |141000|		2026/10	49,920.00
				CNV1000019375	PW STOCK-RISERS	220 |141000|		2026/10	1,171.70
				PNV0000008902	PW STOCK ORDER	220 |141000|		2026/10	18,690.00
				J000011463	PA 13 S.23070 PO 22501661 03/20/2026	2205415 |570150|	S.23070	2026/10	693.44
				V000032630	Spare AMI Assembly	2205406 |570040|	2654580	2026/10	17,850.00
						Total For Check # 338300			**88,325.14**
04/23/2026	338301	3547	COVE ENVIRONMENTAL LLC	93-1-26	93-1-26 03/12/2026	2205410 |530340|		2026/10	1,085.00
						Total For Check # 338301			**1,085.00**
04/23/2026	338303	5314	CROSS TIMBERS CONSULTING,	BAMA - 001.05	2454250 Bridge Repair Lynn Lane	2205415 |570160|	2454250	2026/10	1,602.74
						Total For Check # 338303			**1,602.74**
04/23/2026	338304	634	DELL MARKETING L.P.	10870928399	New Laptop for Jason Waymire CCTV Van	2205410 |560240|		2026/10	3,267.93
				10870783147	2 new 27" Monitors for Edith Finnell	2205401 |560240|		2026/10	300.20
						Total For Check # 338304			**3,568.13**
04/23/2026	338305	3307	DP SUPPLY	3007134	Composite manhole rings	2205415 |570150|	2654620	2026/10	8,400.00
						Total For Check # 338305			**8,400.00**
04/23/2026	338306	2168	EAGLE REDI-MIX CONCRETE	858174	PA 13 S.23070 PO 22501661 03/20/2026	2205403 |570150|	WL25010	2026/10	770.00
				869102	PA 13 S.23070 PO 22501661 03/20/2026	2205403 |570150|	WL25010	2026/10	1,062.00
				869667	PA 13 S.23070 PO 22501661 03/20/2026	2205403 |570150|	WL25010	2026/10	966.00
				873806	PA 13 S.23070 PO 22501661 03/20/2026	2205403 |570150|	WL25010	2026/10	1,062.00
				875603	PA 13 S.23070 PO 22501661 03/20/2026	2205403 |570150|	WL25010	2026/10	7,550.00
						Total For Check # 338306			**11,410.00**

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04/23/2026	338308	2107	EMPIRE PRINTING	63018A	Renato Uniforms	2205210 |560100|		2026/10	217.55
						Total For Check # 338308			**217.55**
04/23/2026	338309	66	FERGUSON WATERWORKS	0797630	PW STOCK	220 |141000|		2026/10	2,577.88
				0800607	PW STOCK	220 |141000|		2026/10	271.00
				0800199	PW STOCK ORDER	220 |141000|		2026/10	13,954.10
				0800826	ASIA PRICING	220 |141000|		2026/10	8,103.00
				0800857	PRICING FROM ASIA PW STOCK	220 |141000|		2026/10	11,048.68
				0800199-1	PW STOCK ORDER	220 |141000|		2026/10	3,335.36
						Total For Check # 338309			**39,290.02**
04/23/2026	338310	1231	AT&T MOBILITY LLC	19339297X04082026	287319339297X04082026	2205200 |550220|		2026/10	92.99
				19339297X04082026	287319339297X04082026	2205405 |550540|		2026/10	177.80
				19339297X04082026	287319339297X04082026	2205415 |550540|		2026/10	81.08
				19339297X04082026	287319339297X04082026	2205205 |550540|		2026/10	185.98
				19339297X04082026	287319339297X04082026	2205200 |550540|		2026/10	40.54
				19339297X04082026	287319339297X04082026	2205010 |550540|		2026/10	100.99
				19339297X04082026	287319339297X04082026	2205115 |550540|		2026/10	40.54
				19339297X04082026	287319339297X04082026	2205400 |550540|		2026/10	121.62
				19339297X04082026	287319339297X04082026	2205305 |550540|		2026/10	202.70
				19339297X04082026	287319339297X04082026	2205230 |550540|		2026/10	52.45
				19339297X04082026	287319339297X04082026	2205401 |550540|		2026/10	81.08
				19339297X04082026	287319339297X04082026	2205130 |550540|		2026/10	81.08
						Total For Check # 338310			**1,258.85**
04/23/2026	338311			19128175x04082026	287319128175x04082026	2205010 |550220|		2026/10	74.94
				19128175x04082026	287319128175x04082026	2205115 |550220|		2026/10	33.01
				19128175x04082026	287319128175x04082026	2205120 |550220|		2026/10	142.20
				19128175x04082026	287319128175x04082026	2205200 |550220|		2026/10	341.90
				19128175x04082026	287319128175x04082026	2205210 |550220|		2026/10	52.45
				19128175x04082026	287319128175x04082026	2205400 |550220|		2026/10	65.14
				19128175x04082026	287319128175x04082026	2205405 |550220|		2026/10	47.40
				19128175x04082026	287319128175x04082026	2205410 |550220|		2026/10	32.57
				19128175x04082026	287319128175x04082026	2205415 |550220|		2026/10	32.57
				19128175x04082026	287319128175x04082026	2201205 |550540|		2026/10	75.72
				19128175x04082026	287319128175x04082026	2201700 |550540|		2026/10	162.16
				19128175x04082026	287319128175x04082026	2205010 |550540|		2026/10	237.88
				19128175x04082026	287319128175x04082026	2205115 |550540|		2026/10	197.34

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				19128175x04082026	287319128175x04082026	2205130 |550540|		2026/10	40.54
				19128175x04082026	287319128175x04082026	2205200 |550540|		2026/10	106.32
				19128175x04082026	287319128175x04082026	2205205 |550540|		2026/10	140.39
				19128175x04082026	287319128175x04082026	2205210 |550540|		2026/10	40.54
				19128175x04082026	287319128175x04082026	2205305 |550540|		2026/10	365.02
				19128175x04082026	287319128175x04082026	2205400 |550540|		2026/10	798.86
				19128175x04082026	287319128175x04082026	2205401 |550540|		2026/10	102.93
				19128175x04082026	287319128175x04082026	2205405 |550540|		2026/10	40.54
				19128175x04082026	287319128175x04082026	2205406 |550540|		2026/10	1,266.88
				19128175x04082026	287319128175x04082026	2205410 |550540|		2026/10	25.24
				19128175x04082026	287319128175x04082026	2205415 |550540|		2026/10	282.09
				19128175x04082026	287319128175x04082026	2205415 |560240|		2026/10	2,060.25
				19128175x04082026	287319128175x04082026	2205200 |560240|		2026/10	910.46
						Total For Check # 338311			**7,675.34**
04/23/2026	338312	4110	FLEET FUELS LLC	SI-74660	SI-74660 04/09/2026	220 |143015|		2026/10	9,944.89
				SI-73623	SI-73623 04/06/2026	220 |143015|		2026/10	12,289.25
						Total For Check # 338312			**22,234.14**
04/23/2026	338313	900	FORTILINE INC	7328944	PW STOCK ORDER	220 |141000|		2026/10	610.80
						Total For Check # 338313			**610.80**
04/23/2026	338315	153	GELLCO UNIFORMS & SHOES	00308412	BLANKET PO FOR UNIFORMS/BOOTS	2205120 |560100|		2026/10	-108.00
				00308412	BLANKET PO FOR UNIFORMS/BOOTS	2205120 |560100|		2026/10	152.99
				00308139	BLANKET PO FOR UNIFORMS/BOOTS	2205010 |560100|		2026/10	152.99
				00308229	BLANKET PO FOR UNIFORMS/BOOTS	2205305 |560100|		2026/10	170.99
				00308230	BLANKET PO FOR UNIFORMS/BOOTS	2205305 |560100|		2026/10	161.99
				00308672	BLANKET PO FOR UNIFORMS/BOOTS	2205010 |560100|		2026/10	170.91
						Total For Check # 338315			**701.87**
04/23/2026	338318	5026	DALE GRAHAM	22600466	REPLACE COMPRESSOR SPLIT UNIT AT	2205405 |540070|		2026/10	4,000.00
						Total For Check # 338318			**4,000.00**
04/23/2026	338319	76	GRAINGER	9875672660	Beam C-Clamp,1.13"W,Cast Iron 1RUY3	2205405 |560230|		2026/10	177.50
						Total For Check # 338319			**177.50**
04/23/2026	338322	686	H G FLAKE SUPPLY CO	0423719-IN	BLANKET PO FOR PIPE FITTINGS	2205405 |560230|		2026/10	3,265.07
						Total For Check # 338322			**3,265.07**

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04/23/2026	338323	106	HACH COMPANY	14917850	BLANKET PO CHEM/LAB SUPPLIES	2205405 |560340|		2026/10	1,773.96
				14919939	BLANKET PO CHEM/LAB SUPPLIES	2205405 |560340|		2026/10	200.95
				14934737	req by Chris Houck	2205400 |560230|		2026/10	103.70
				14954919	BLANKET PO CHEM/LAB SUPPLIES	2205404 |560340|		2026/10	712.45
						Total For Check # 338323			**2,791.06**
04/23/2026	338325	4111	HAMPSHIRE INDUSTRIAL	260419	260419 04/07/2026	2205405 |540320|		2026/10	1,650.00
				260440	AIR COMPRESSOR RENTAL	2205405 |540320|		2026/10	1,765.00
						Total For Check # 338325			**3,415.00**
04/23/2026	338326	369	HAYNES EQUIPMENT CO	INV8132728	Chemical Feed Flow Meter, 10-5000 mL/min	2205405 |560240|		2026/10	2,377.33
						Total For Check # 338326			**2,377.33**
04/23/2026	338327	1144	HDR, INC	1200818266	CITY COUNCIL APPROVED 04/01/25	2205400 |570160|	2554730	2026/10	19,043.21
				1200818841	VRWTP Raw Water Pump Agreement	2205405 |570160|	2454140	2026/10	1,587.09
				1200818275	BLANKET PO FOR ON CALL SERVICES	2205405 |530870|		2026/10	6,566.01
						Total For Check # 338327			**27,196.31**
04/23/2026	338331	914	INTERSTATE ALL BATTERY	1925701034265	PW Stock	220 |141000|		2026/10	288.00
				1925701034266	PW Stock	220 |141000|		2026/10	168.00
						Total For Check # 338331			**456.00**
04/23/2026	338332	3537	J & J BOWERS LAWN CARE	41226	BLANKET PO FOR LAWN CARE	2205305 |540280|		2026/10	6,285.00
				42026	BLANKET PO FOR LAWN CARE	2205305 |540280|		2026/10	6,285.00
				261904	BLANKET PO FOR LAWN CARE	2205415 |540280|		2026/10	1,025.00
						Total For Check # 338332			**13,595.00**
04/23/2026	338336	5131	KEVIN BEHE	16151	SPRAY FOR TERMITES STARK BUILDING	2205100 |540070|		2026/10	1,250.00
				16104	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	0.96
				16104	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.38
				16104	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.28
				16104	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	4.48
				15963	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	0.96
				15963	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.38
				15963	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.28
				15963	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	4.48
				16110	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.19

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				16110	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.47
				16110	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.36
				16110	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	5.61
				16100	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	0.96
				16100	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.38
				16100	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.28
				16100	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	4.48
				16106	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	0.72
				16106	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.29
				16106	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.21
				16106	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	3.36
				15964	CITY COUNCIL 07/14/25	2205100 |540070|		2026/10	1.91
				15964	CITY COUNCIL 07/14/25	2205120 |540070|		2026/10	0.76
				15964	CITY COUNCIL 07/14/25	2205305 |540070|		2026/10	0.57
				15964	CITY COUNCIL 07/14/25	2205410 |540070|		2026/10	8.97
						Total For Check # 338336			**1,292.72**
04/23/2026	338337	733	KEY EQUIPMENT & SUPPLY CO.	KC221250	Sewer Camera Repairs	2205415 |540290|		2026/10	2,666.26
						Total For Check # 338337			**2,666.26**
04/23/2026	338338	125	KIRBY-SMITH MACHINERY INC	A03534-06	SKID STEER RENTAL	2205405 |540320|		2026/10	4,040.40
						Total For Check # 338338			**4,040.40**
04/23/2026	338339	4455	KUBOTA OF NORTHWEST	20747T	UNIT # 1764 JEFF BOHNER	2205305 |540200|		2026/10	3,595.77
						Total For Check # 338339			**3,595.77**
04/23/2026	338342	152	LIBERTY FLAGS	121417	PW STOCK	220 |141000|		2026/10	269.00
						Total For Check # 338342			**269.00**
04/23/2026	338348	243	MACS HYDRAULIC JACK	59308	59308 04/08/2026	2205410 |530870|		2026/10	670.00
						Total For Check # 338348			**670.00**
04/23/2026	338350	134	MAXWELL SUPPLY OF TULSA	296887	PW STOCK	220 |141000|		2026/10	1,983.20
						Total For Check # 338350			**1,983.20**
04/23/2026	338352	1592	MORTON SALT INC	5404176261	BLANKET PO FOR WTP SALT	2205405 |560340|		2026/10	9,257.13
						Total For Check # 338352			**9,257.13**

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04/23/2026	338354	25 NAPA AUTO PARTS	25196	7182	2205305 |560200|	2026/10	10.55
			25196	3788	2205305 |560200|	2026/10	29.16
			25196	600564	2205305 |560200|	2026/10	33.61
			25196	9082	2205305 |560200|	2026/10	12.79
			25196	2812	2205305 |560200|	2026/10	86.76
			25196	9520	2205305 |560200|	2026/10	45.39
			25196	502	2205305 |560200|	2026/10	45.44
			25196	15W40BULK	2205305 |560210|	2026/10	76.00
			25198	66854B	2205010 |560200|	2026/10	477.72
			25198	GBEK4711Q23STD	2205010 |560200|	2026/10	153.12
			25198	GBEK4711Q23STD	2205010 |560200|	2026/10	127.68
			25201	388BDM	2205010 |560190|	2026/10	1,199.84
			25210	MTP65HD	2205100 |560200|	2026/10	115.79
			25211	58924	2205120 |560230|	2026/10	183.33
			25215	LICOLNPUMP	2205120 |560240|	2026/10	385.58
			25216	AN225001001	2205010 |560200|	2026/10	101.27
			25218	901473	2205200 |560200|	2026/10	88.07
			25220	12736813	2205406 |560200|	2026/10	204.27
			25222	316260	2205010 |560200|	2026/10	1,155.57
			25225	2897581	2205305 |560200|	2026/10	211.52
			25234	R1234YF10	2205120 |560240|	2026/10	800.00
			24984	388BDMDUAL	2205305 |560190|	2026/10	280.88
			24986	2393439PE	2205010 |560200|	2026/10	334.70
			24987	R596047102	2205010 |560200|	2026/10	707.68
			24995	1085939	2205305 |560200|	2026/10	243.32
			24995	1100822	2205305 |560200|	2026/10	38.88
			24995	1122356	2205305 |560200|	2026/10	164.43
			24995	1190394	2205305 |560200|	2026/10	38.88
			25005	GBEK4711Q23STD	2205010 |560200|	2026/10	61.67
			25005	3807AX	2205010 |560200|	2026/10	558.20
			25005	84210211	2205010 |560200|	2026/10	36.30
			25005	84215791	2205010 |560200|	2026/10	19.30
			25006	2226214	2205010 |560200|	2026/10	2,237.09
			25010	599172	2205406 |560200|	2026/10	259.06
			25010	599172	2205406 |560200|	2026/10	200.00
			25010	599172	2205406 |560200|	2026/10	-200.00
			25014	6569	2205403 |560200|	2026/10	18.19
			25014	6562	2205403 |560200|	2026/10	29.83

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			25014	V063151880	2205403 |560200|		2026/10	123.93
			25014	1K947943172	2205403 |560200|		2026/10	64.33
			25014	7430	2205403 |560200|		2026/10	9.39
			25014	15W40BULK	2205403 |560210|		2026/10	49.40
			25015	V064165450	2205403 |560200|		2026/10	141.31
			25015	V051165150	2205403 |560200|		2026/10	95.96
			25015	HHTA059900	2205403 |560200|		2026/10	115.16
			25016	524226	2205403 |560200|		2026/10	120.00
			25018	388BDM	2205010 |560190|		2026/10	1,216.52
			25020	LUGLOCK	2205010 |560190|		2026/10	15.15
			25020	388BDM	2205010 |560190|		2026/10	608.26
			25021	6672	2205400 |560200|		2026/10	20.80
			25021	6671	2205400 |560200|		2026/10	24.75
			25021	XKAN00030	2205400 |560200|		2026/10	13.32
			25021	11FQ93740	2205400 |560200|		2026/10	11.10
			25021	XJAU01515	2205400 |560200|		2026/10	42.21
			25021	XJAU01190	2205400 |560200|		2026/10	132.21
			25021	1568	2205400 |560200|		2026/10	7.23
			25021	15W40BULK	2205400 |560210|		2026/10	45.60
			25023	31RF10020	2205400 |560200|		2026/10	143.29
			25023	31EE02110A	2205400 |560200|		2026/10	11.11
			25023	31MH20520	2205400 |560200|		2026/10	79.69
			25023	31MH20510	2205400 |560200|		2026/10	255.58
			25023	85W140BULK	2205400 |560210|		2026/10	11.26
			25027	V064165450	2205403 |560200|		2026/10	-141.31
			25027	V051165150	2205403 |560200|		2026/10	-95.96
			25027	HHTA059900	2205403 |560200|		2026/10	-115.16
			25028	1372	2205410 |560200|		2026/10	4.25
			25028	230266	2205410 |560200|		2026/10	10.91
			25028	200697	2205410 |560200|		2026/10	29.51
			25028	115	2205410 |560210|		2026/10	15.50
			25028	5W30BULK	2205410 |560210|		2026/10	26.67
			25029	6569	2205403 |560200|		2026/10	-18.19
			25029	6562	2205403 |560200|		2026/10	-29.83
			25029	15W40BULK	2205403 |560200|		2026/10	-49.40
			25029	V063151880	2205403 |560200|		2026/10	-123.93
			25029	1K947943172	2205403 |560200|		2026/10	-64.33
			25029	7430	2205403 |560200|		2026/10	-9.39

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	PROJECT G/L NUMBER	YEAR/PERIOD	AMOUNT
			25036	MTP48H6	2205010 |560200|	2026/10	158.02
			25041	SRM24	2205305 |560200|	2026/10	106.62
			25048	14M7400	2205305 |560200|	2026/10	15.02
			25048	14M7460	2205305 |560200|	2026/10	11.47
			25048	W45883	2205305 |560200|	2026/10	111.27
			25048	W45882	2205305 |560200|	2026/10	109.12
			25049	AL152733	2205305 |560200|	2026/10	29.49
			25049	L225676	2205305 |560200|	2026/10	28.01
			25049	AL231448	2205305 |560200|	2026/10	386.56
			25049	AL216523	2205305 |560200|	2026/10	586.74
			25050	AW30748	2205405 |560200|	2026/10	1,145.11
			025154	MTP48H6	2205403 |560200|	2026/10	124.52
			025161	F003159	2205403 |560190|	2026/10	1,206.80
			025163	K181267BXW	2205010 |560200|	2026/10	82.78
			025165	366BDMDUAL	2205010 |560190|	2026/10	1,856.44
			025168	HF1886	2205010 |560200|	2026/10	68.87
			025168	HF1888	2205010 |560200|	2026/10	75.10
			025176	TOYO556640M	2205010 |560190|	2026/10	2,689.32
			025178	GC3030LCW	2205010 |560200|	2026/10	322.22
			025179	5009041PG	2205010 |560200|	2026/10	155.56
			025182	556145	2205120 |560240|	2026/10	1,153.34
			025188	388BDM	2205010 |560190|	2026/10	2,399.68
			025055	BKMAT1520UM	2205120 |560230|	2026/10	90.49
			025058	388BDM	2205010 |560190|	2026/10	1,216.52
			025059	F244465DUEL	2205010 |560190|	2026/10	1,357.66
			025067	4984382	2205305 |560200|	2026/10	8.67
			025067	4307376	2205305 |560200|	2026/10	197.29
			025069	HDRTU1GAL	2205010 |560210|	2026/10	102.96
			025083	4329012482	2205010 |560200|	2026/10	1,834.72
			025084	HHTA059900	2205403 |560200|	2026/10	115.16
			025084	V051165150	2205403 |560200|	2026/10	95.96
			025084	V064165450	2205403 |560200|	2026/10	141.31
			025084	V063151880	2205403 |560200|	2026/10	123.93
			025084	6562	2205403 |560200|	2026/10	29.83
			025084	6569	2205403 |560200|	2026/10	18.19
			025084	7430	2205403 |560200|	2026/10	9.39
			025084	1K947943172	2205403 |560200|	2026/10	64.33
			025084	15W40BULK	2205403 |560210|	2026/10	49.40

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			025089	46AWBULK	2205010 |560210|		2026/10	99.20
			025091	789DEF	2205010 |560210|		2026/10	1,022.12
					Total For Check # 338354			**32,767.96**
04/23/2026	338355		25195	10873	2205305 |560210|		2026/10	59.36
			25197	789DEF	2205403 |560210|		2026/10	11.11
			25213	1654124	2205010 |560200|		2026/10	1.97
			25213	1654124	2205010 |560200|		2026/10	1.97
			25214	25676	2205115 |560230|		2026/10	5.05
			25214	22475	2205115 |560230|		2026/10	11.52
			25224	690808S	2205010 |560200|		2026/10	8.96
			25227	80632	2205010 |560230|		2026/10	7.53
			25229	690808S	2205403 |560200|		2026/10	8.96
			25229	690806S	2205403 |560200|		2026/10	7.91
			24977	GR14CHTR	2205403 |560210|		2026/10	51.30
			24981	7060	2205120 |560200|		2026/10	4.25
			24981	4579	2205120 |560200|		2026/10	7.11
			24981	2725	2205120 |560200|		2026/10	15.92
			24981	115	2205120 |560210|		2026/10	15.50
			24981	5W20BULK	2205120 |560210|		2026/10	23.66
			24983	B81192L	2205120 |560230|		2026/10	8.30
			24985	H151	2205305 |560200|		2026/10	8.76
			24988	105631	2205010 |560230|		2026/10	7.01
			24994		2205305 |560200|		2026/10	23.89
			25009	25676	2205120 |560230|		2026/10	5.05
			25011	789DEF	2205403 |560210|		2026/10	11.11
			25012	789DEF	2205403 |560210|		2026/10	11.11
			25013	6231	2205403 |560210|		2026/10	61.16
			25017	2413	2205010 |560230|		2026/10	6.34
			25025	7060	2205200 |560200|		2026/10	4.25
			25025	115	2205200 |560210|		2026/10	15.50
			25025	5W20BULK	2205200 |560210|		2026/10	23.66
			25031	789DEF	2205305 |560210|		2026/10	11.11
			25038	6696	2205120 |560230|		2026/10	48.50
			25052	X003CMKTCN	2205305 |560200|		2026/10	9.47
			025153	789DEF	2205403 |560210|		2026/10	11.11
			025156	684236	2205010 |560230|		2026/10	17.64
			025158	46AWBULK	2205010 |560210|		2026/10	22.32

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				025159	46AWBULK	2205010 |560210|		2026/10	22.32
				025162	DEG002	2205305 |560210|		2026/10	19.93
				025170	FMI5	2205305 |560200|		2026/10	10.80
				025180	2010	2205305 |560200|		2026/10	10.94
				025181	789DEF	2205403 |560210|		2026/10	11.11
				025184	4325P	2205120 |560230|		2026/10	30.22
				025191	0106471811X	2205010 |560200|		2026/10	70.12
				025062	550049483	2205305 |560210|		2026/10	13.16
				025063	RTU1GAL	2205305 |560210|		2026/10	25.83
				025074	61429	2205305 |560230|		2026/10	12.66
				025075	878002	2205305 |560200|		2026/10	18.08
				025076	4934280	2205305 |560200|		2026/10	10.96
				025077	65201	2205305 |560210|		2026/10	16.42
				025085	L214634	2205305 |560200|		2026/10	11.13
				025086	2323	2205305 |560200|		2026/10	13.00
				025086	7131	2205305 |560200|		2026/10	3.11
				025086	550035091	2205305 |560210|		2026/10	5.87
				025090	46AWBULK	2205400 |560210|		2026/10	24.80
				025093	9080XL	2205305 |560230|		2026/10	15.56
				025095	5S013187	2205010 |560200|		2026/10	63.64
						Total For Check #	**338355**		**958.03**
04/23/2026	338356			25199	949263	2205305 |560200|		2026/10	1.63
				25221	72735	2205120 |560240|		2026/10	3.81
				25238	28104	2205403 |560200|		2026/10	3.18
				25044	787100	2205305 |560200|		2026/10	2.82
				025155	PKA0F3	2201503 |560230|		2026/10	3.64
				025057	903PAB2	2205403 |560200|		2026/10	3.54
						Total For Check #	**338356**		**18.62**
04/23/2026	338357	4085	SOLID WASTE ASSOCIATION	1331340	1331340 MEMBERSHIP TRACI SKINNER	2205010 |530850|		2026/10	255.00
						Total For Check #	**338357**		**255.00**
04/23/2026	338358	5149	OFFEN PETROLEUM LLC	INV2096257	FUEL FOR STREETS LOCATION - TBD	220 |142000|		2026/10	15,039.81
				INV2096263	FUEL FOR STREETS LOCATION - TBD	220 |142000|		2026/10	12,576.01
				INV2038899	FUEL FOR STREETS LOCATION - TBD	220 |142000|		2026/10	9,845.32
				INV2105010	FUEL FOR STREETS LOCATION - TBD	220 |142000|		2026/10	23,983.86
						Total For Check #	**338358**		**61,445.00**

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04/23/2026	338359	4349	OKIE PACKAGING &	321589	BLANKET ORDER FOR BLANKET PO	2201700 |550800|		2026/10	2,308.45
						Total For Check # 338359			**2,308.45**
04/23/2026	338361	98	OKLAHOMA NATURAL GAS CO	179009782 04142026	211104019 1790097 82 APRIL 14, 2026	2205100 |550240|		2026/10	198.22
				110016445 04292026	210105033 1100164 45 APRIL 14, 2026	2205100 |550240|		2026/10	290.94
						Total For Check # 338361			**489.16**
04/23/2026	338365	232	PREFERRED BUSINESS	INV286610	INV286610 04/10/2026	2205010 |560230|		2026/10	137.67
				INV286610	INV286610 04/10/2026	2205406 |560230|		2026/10	21.69
						Total For Check # 338365			**159.36**
04/23/2026	338366	4508	C A ASSETS LLC	28982	28982 APRIL 10, 2026	2205405 |540070|		2026/10	534.00
						Total For Check # 338366			**534.00**
04/23/2026	338368	5559	RAILROAD MANAGEMENT	546182	546182 03/31/2026	2205415 |540280|		2026/10	688.09
						Total For Check # 338368			**688.09**
04/23/2026	338369	844	RAM PRODUCTS INC	1630330009	160330009 04/08/2026	2205120 |560230|		2026/10	19.85
				160331084	160331084 APRIL 16, 2026	2205120 |560230|		2026/10	466.01
				160331116	160331116 APRIL 16, 2026	2205120 |560230|		2026/10	181.00
						Total For Check # 338369			**666.86**
04/23/2026	338371	922	REXEL USA INC	S144889685.001	UNMANAGED ETHERNET SWITCH	2205405 |560240|		2026/10	176.00
				S144957035.001	Variable Frequency Drive Fan Filters	2205410 |560230|		2026/10	438.83
						Total For Check # 338371			**614.83**
04/23/2026	338373	4816	RIVER CITY HYDRAULICS INC	66456	UNIT 2417 JEFF	2205010 |540200|		2026/10	486.75
				66698	UNIT # 2047 JEFF	2205010 |540200|		2026/10	8,325.16
				66273	UNIT # 2587	2205010 |540200|		2026/10	546.75
						Total For Check # 338373			**9,358.66**
04/23/2026	338375	602	SANDERS NURSERY	1165003	BLANKET PO FOR NURSERY STOCK	2205305 |560230|		2026/9	420.00
						Total For Check # 338375			**420.00**
04/23/2026	338378	81	SHERWIN WILLIAMS CO	40438119790226	BLANKET PO FOR PAINT SUPPLIES	2205120 |560180|		2026/10	52.45
						Total For Check # 338378			**52.45**

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04/23/2026	338383	80	SMITH & LOVELESS INC	203869	Electrode Housing assembly	2205415 |560410|		2026/10	1,303.87
						Total For Check # 338383			**1,303.87**
04/23/2026	338390	5365	TEXAS UNDERGROUND, INC.	0124971-IN	STD-24ST SET OF 3 MALE X FEMALE	2205415 |560240|		2026/10	2,039.16
						Total For Check # 338390			**2,039.16**
04/23/2026	338391	723	THE MET	3039	3039 APR 1, 2026	2205010 |550100|		2026/10	14,002.67
						Total For Check # 338391			**14,002.67**
04/23/2026	338392	1104	TIGER, INC.	0326287604	0326287604 04/13/2026	2205120 |550240|		2026/10	490.88
				0326287644	0326287644 04/13/2026	2205120 |550240|		2026/10	211.85
				032687631	211104019 1790097 021 430 N PECAN	2205100 |550240|		2026/10	121.43
						Total For Check # 338392			**824.16**
04/23/2026	338393	3636	TIMBER WOLF EXCAVATING	PA 13 S23070	Oak Crest Addition Sanitary Sewer &	2205415 |570150|	S.23070	2026/10	161,307.19
				PA 13 S23070	Oak Crest Addition Sanitary Sewer &	2205403 |570150|	WL25010	2026/10	8,489.85
						Total For Check # 338393			**169,797.04**
04/23/2026	338394	1089	TRANE COMPANY	990474568	REPAIRS CHILLERS A WTP	2205405 |540070|		2026/10	1,392.00
						Total For Check # 338394			**1,392.00**
04/23/2026	338395	4478	TRANSCO SUPPLY COMPANY	1066667	PW STOCK RUSH ORDER	220 |141000|		2026/10	245.12
						Total For Check # 338395			**245.12**
04/23/2026	338396	571	TULSA CITY COUNTY HEALTH	NV2604002	OPDES PERMIT OK0040053	2205410 |530340|		2026/10	3,831.00
						Total For Check # 338396			**3,831.00**
04/23/2026	338397	1230	TULSA COUNTY	10016752	10016752 APRIL 16, 2026	2205404 |550360|		2026/10	23.39
						Total For Check # 338397			**23.39**
04/23/2026	338398			10016751	10016751 APRIL 16, 2026	2205406 |550360|		2026/10	112.83
						Total For Check # 338398			**112.83**
04/23/2026	338399			10016749	10016749 APRIL 16, 2026	2205406 |550360|		2026/10	30.41
						Total For Check # 338399			**30.41**
04/23/2026	338400			10016750	10016750 APRIL 16, 2026	2205406 |550360|		2026/10	75.62
						Total For Check # 338400			**75.62**

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04/23/2026	338401			10016753	10016753 APRIL 16, 2026	2205415 |550360|		2026/10	77.68
						Total For Check # 338401			**77.68**
04/23/2026	338402	1489	TULSA HEALTH DEPARTMENT	NV2604013	NV2604013 04/02/2026	2205405 |530340|		2026/10	107.00
				NV2604014	NV2604014 04/02/2026	2205404 |530340|		2026/10	8,840.00
						Total For Check # 338402			**8,947.00**
04/23/2026	338405	949	TULSA WINNELSON COMPANY	696193 01	BLANKET PO MISC. PLUMBING	2205405 |560230|		2026/10	153.48
						Total For Check # 338405			**153.48**
04/23/2026	338406	1808	TULSA'S GREEN COUNTRY	114212	TEMP SERVICES FOR FLEET	2205120 |550370|		2026/10	870.40
						Total For Check # 338406			**870.40**
04/23/2026	338408	744	UNITED RENTALS, INC	256114564-005	EQUIPMENT RENTAL	2205410 |540320|		2026/10	2,750.00
				257810850-001	EQUIPMENT RENTAL	2205410 |540320|		2026/10	5,025.00
				257225841-002	BLANKET PO FOR MISC RENTALS	2205403 |540320|		2026/10	2,238.00
				257225841-004	BLANKET PO FOR MISC RENTALS	2205403 |540320|		2026/10	1,922.00
						Total For Check # 338408			**11,935.00**
04/23/2026	338409	3262	HD SUPPLY, INC	INV01015155	Lab testing supplies	2205404 |560340|		2026/10	179.62
				INV01015490	Lab testing supplies	2205404 |560340|		2026/10	62.68
				INV01014767	Lexan nozzles for fire hoses	2205410 |560230|		2026/10	24.61
				INV01018371	Sludge Judges	2205410 |560340|		2026/10	1,107.95
						Total For Check # 338409			**1,374.86**
04/23/2026	338410	44	UTILITY SUPPLY	3006486	PW STOCK	220 |141000|		2026/10	1,928.00
				3006175	magnetic manhole lifter	2205404 |560240|		2026/10	775.00
				3007219	PW STOCK ADAPTER/COUPLING	220 |141000|		2026/10	1,410.00
				3007546	PW STOCK ADAPTER/COUPLING	220 |141000|		2026/10	1,211.79
						Total For Check # 338410			**5,324.79**
04/23/2026	338413	39	VERMEER GREAT PLAINS, INC.	P46404	PER BRYCE CAMPBELL	2205403 |560230|		2026/10	330.31
						Total For Check # 338413			**330.31**
04/23/2026	338416	1537	WATER TECH INC	178863	BLANKET PO FOR POLYMER FOR	2205405 |560340|		2026/10	3,427.18
				178830	BLANKET PO FOR POLYMER FOR	2205405 |560340|		2026/10	9,366.00
						Total For Check # 338416			**12,793.18**

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04/23/2026	338417	2346	WEX FLEET UNIVERSAL	111570312	111570312 03/31/2026	220 |143015|		2026/10	7,337.70
						Total For Check # 338417			**7,337.70**
						Total For Fund 220			**1,733,693.05**
						Number of Invoices For Fund 220			**724**

City of Broken Arrow

Request for Action

File #: 26-583, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05-05-2026

Title:
Consideration, discussion and possible approval of and authorization to execute Agreement for Waterline Relocation, construction Administration, and Cost Reimbursement with Tulsa County for the Omaha Waterline Improvements Project on Omaha Street from 9th Street to 23rd Street (Project No. WL22010)

Background:
The Omaha Waterline Improvements BAMA Project involves relocating an existing 12-inch waterline to accommodate Tulsa County's roadway widening project along Omaha Street between 9th Street and 23rd Street. Because the current waterline lies within the existing right-of-way, it conflicts with the planned widening and must be moved. Tulsa County will administer the construction contract, while BAMA will fund the portion of work associated with relocating its waterline infrastructure.

Tulsa County received bids for the project on April 17, 2026, and opened them on April 20, 2026. The project was awarded to BECCO Contractors, Inc. for a total cost of $9,578,000.00, of which BAMA's share for the waterline relocation is $1,295,270.00.

This interlocal agreement defines the responsibilities of each entity during construction, including cost responsibilities and coordination requirements, as well as the payment process.

Cost: $1,295,270.00

Funding Source: State Proceeds (ARPA) & OWRB Loan

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

Approved By: City Manager's Office

Attachments: Interlocal Agreement-Tulsa County & BAMA-Omaha WL-9th to 23rd-BECCO Bid Proposal.Legal Signed-WL22010

Recommendation:
Approve and authorize execution of Agreement for Waterline Relocation, construction Administration, and Cost Reimbursement (Project No. WL22010)

AGREEMENT FOR WATERLINE RELOCATION, CONSTRUCTION ADMINISTRATION, AND COST REIMBURSEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2026 between the Board of County Commissioners of Tulsa County, Oklahoma, ("County"), and the Broken Arrow Municipal Authority, Tulsa County, Oklahoma, ("BAMA"). County and BAMA may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, pursuant to 69 O.S. § 1903(B), a county and a municipality may contract with each other to construct, improve, repair, or maintain roads, streets, or highways; and

WHEREAS, pursuant to 74 O.S. § 1008, public agencies may contract with one another to perform governmental services, activities, or undertakings which either public agency is authorized by law to perform, provided such contract is authorized by the governing body of each Party; and

WHEREAS, the County desires to participate in projects that are mutually advantageous to the County and other units of Government; and

WHEREAS, the County desires to participate in projects that are mutually advantageous to the County and other units of Government; and

WHEREAS, County is undertaking roadway improvements on East 51st Street South between South 177th East Avenue and South 193rd East Avenue, including the roundabout and related roadway appurtenances (the "Roadway Project");

WHEREAS, BAMA owns, operates, or has responsibility for certain public waterline facilities located within or affected by the Roadway Project corridor, and certain such facilities must be relocated, adjusted, protected, or reconstructed in connection with the Roadway Project (the "Waterline Work"); and

WHEREAS, the Parties desire to define their respective responsibilities for design, rights-of-way and easements, bidding, construction administration, funding, ownership, acceptance, and closeout of the Waterline Work;

Therefore, in consideration of the covenants and conditions hereinafter contained the parties hereto agree as follows:

1. BAMA shall be responsible, at its sole cost, for preparation, review, and final approval of the plans and specifications for the Waterline Work. County shall not advertise, bid, or authorize construction of the Waterline Work until BAMA has approved the final plans and specifications for the Waterline Work in writing. Any betterments, upgrades, upsizing, or scope enhancements beyond relocation or adjustment reasonably required by the Roadway Project must be separately identified and expressly approved in writing by BAMA, and the incremental cost thereof shall be borne by BAMA unless otherwise agreed in a written amendment.

2. County shall be responsible, at its sole cost, for preparation of the roadway plans and specifications for the Roadway Project, excluding the Waterline Work plans described in Section 1 above. County shall coordinate the Roadway Project plans with BAMA sufficiently to avoid conflicts between the Roadway Project and the Waterline Work.

3. County shall be responsible for acquiring such roadway right-of-way and temporary construction easements as are necessary for the Roadway Project. BAMA agrees to prepare plans and specifications of the Waterline work within the existing Rights of Way. County shall administer bidding and award of the construction contract for the Roadway Project, including the Waterline Work, in accordance with applicable law.

4. Subject to the terms of this Agreement, BAMA shall reimburse County for the actual, reasonable, documented, and properly allocable costs of the Waterline Work, in an amount not to exceed One Million Two Hundred and Ninety Five Thousand and Two Hundred and Seventy Dollars and No/100 ($1,295,270.00) (the "Waterline Construction Funding"), unless increased by written amendment executed by both Parties. For avoidance of doubt, BAMA shall not be responsible for costs attributable solely to the roadway portion of the Roadway Project.

5. Following bid opening and prior to issuance of a notice to proceed for the Waterline Work, County shall provide BAMA with the bid tabulation, County's allocation of the bid amount attributable to the Waterline Work, and any recommendation for award. After award and before commencement of the Waterline Work, County may invoice BAMA for the awarded construction amount attributable to the Waterline Work. BAMA shall pay any undisputed invoice under this Section within thirty (30) days after receipt. County shall use BAMA funds received under this Agreement solely for costs attributable to the Waterline Work.

6. BAMA's onsite Contract Administrator shall serve as the designated representative and have the authority for change order, field order, construction change directive, or other modification affecting the cost, scope, alignment, material, size, location, or design of the Waterline Work In the absence of BAMA's contract administrator any emergency work reasonably necessary to protect public health, safety, or property may proceed without prior written approval, but County shall notify BAMA as soon as practicable and shall provide supporting documentation for any related reimbursement request.

7. County shall submit invoices and all supporting documentation to BAMA's designated representative at the address set forth in the notice provision of this Agreement, or to such other address as BAMA may designate in writing. Supporting documentation shall include, as applicable, bid tabulations, contractor pay applications, executed change orders, quantity summaries, and such additional backup as BAMA may reasonably request to substantiate the amounts invoiced. Within sixty (60) days after final completion and acceptance of the Waterline Work, County shall provide BAMA a final accounting of all Waterline Work costs, together with any remaining supporting documentation. Any BAMA funds remaining after payment of all allowable Waterline Work costs shall be refunded to BAMA within thirty (30) days after such final accounting.

8. BAMA shall designate a contract administrator or project representative for the Waterline Work. BAMA's representative shall be responsible for review of submittals relating to the Waterline

Work, coordination with County, and approval or rejection of proposed changes affecting the Waterline Work.

9. County shall designate a project manager or other authorized representative to coordinate the Roadway Project and the Waterline Work, administer the construction contract, and serve as the primary County point of contact during construction. County shall provide BAMA reasonable advance notice of construction meetings, schedule changes, utility conflicts, and any issue likely to affect the Waterline Work.

10. Neither Party may assign this Agreement, or any rights, duties, or obligations arising under this Agreement, without the prior written consent of the other Party. Nothing in this Agreement shall be construed to create any third-party beneficiary rights in any person or entity not a Party hereto.

11. This Agreement shall become effective upon approval by the governing body of each Party and execution by the authorized representatives of each Party. Unless sooner terminated in accordance with this Agreement, this Agreement shall remain in effect until completion and final acceptance of the Waterline Work and final reconciliation of all amounts due between the Parties.

12. The Parties are separate public agencies and nothing in this Agreement shall be construed to create a partnership, joint venture, agency relationship, or separate legal entity between them. Each Party shall be solely responsible for its own acts and omissions and those of its officers, employees, agents, contractors, and representatives, all as provided by applicable law. Consistent with 69 O.S. § 1903(B), no Party shall be liable for the acts or omissions of the other Party or for failure to inspect or supervise the performance of the other Party.

13. BAMA's Contract Administrator shall cause the Waterline Work to be constructed in substantial accordance with the plans and specifications approved by BAMA, applicable law, and generally accepted construction standards with assistance from Tulsa County. County shall obtain or cause its contractor to obtain those permits, licenses, traffic control approvals, and inspections customarily required for construction of the Roadway Project and Waterline Work, except to the extent any permit or approval must by law be obtained directly by BAMA. BAMA shall promptly notify County of any material nonconforming work affecting the Waterline Work.

14. BAMA shall have the obligation, to observe and inspect the Waterline Work and to receive copies of material testing results related thereto. Final acceptance of the Waterline Work by BAMA shall be conditioned upon receipt of record drawings or as-built drawings reasonably acceptable to BAMA, testing and inspection reports reasonably required by BAMA, and assignment to BAMA of any transferable warranties applicable to the Waterline Work. Ownership of the relocated waterline facilities, together with all associated appurtenances intended for operation as part of BAMA's utility system, shall vest in and remain with BAMA upon final acceptance.

15. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. In the event of termination, BAMA shall be obligated to reimburse County only for allowable costs of the Waterline Work incurred or irrevocably committed prior to the effective date of termination, including reasonable demobilization costs attributable solely to the Waterline Work, less any amounts previously paid and less any costs avoided by the termination.

16. Notwithstanding any other provision of this Agreement, the obligations of each Party are subject to the lawful availability of funds and all requirements of applicable law governing public expenditures. Nothing in this Agreement shall be construed to create a debt or obligation in contravention of applicable law.

17. Each Party shall maintain records reasonably sufficient to document its performance and expenditures under this Agreement. County shall retain project records relating to the Waterline Work for not less than three (3) years after final completion, or such longer period as required by law, and shall make such records available to BAMA for reasonable inspection, audit, and copying upon request. The Parties acknowledge that records relating to this Agreement may be subject to disclosure under the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq., except to the extent any record is made confidential by applicable law.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the District Court of Tulsa County, Oklahoma, or Wagoner County, Oklahoma, as applicable. Nothing in this Agreement shall be construed as a waiver by either Party of any rights, defenses, limitations of liability, or immunities available under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or other applicable law.

19. Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

    If to County:
    Board of County Commissioners of Tulsa County, Oklahoma
    Attn: County Engineer
    218 W 6th Street
    Tulsa, Oklahoma 74119

    If to BAMA:
    Broken Arrow Municipal Authority
    Attn: Charlie Bright, P.E.
    485 North Poplar Avenue
    Broken Arrow, Oklahoma 74012

    Either Party may change its notice address by written notice to the other Party.

20. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and representations relating thereto. This Agreement may be amended only by a written instrument executed by both Parties. This Agreement may be executed in counterparts,

each of which shall be deemed an original and all of which together shall constitute one instrument.

21. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, provided the essential purpose of this Agreement is not thereby defeated.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2026

BROKEN ARROW MUNICIPAL AUTHORITY ATTEST:

_____ _____

City Clerk General Manager/City Manager

APPROVED AS TO FORM:

D. Graham Parker
_____

City Attorney

BOARD OF COUNTY COMMISSIONERS
OF TUSLA COUNTY, OKLAHOMA

_____

Chair

ATTEST: APPROVED AS TO FORM:

_____ _____

Tulsa County Clerk Assistant District Attorney

City of Broken Arrow

Request for Action

File #: 26-633, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05/05/2026

Title:

Consideration, discussion, and possible approval of Resolution 1746, a Resolution of the Broken Arrow Municipal Authority (the "Borrower") authorizing a loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed $27,930,000; approving the issuance of a Series 2026A Promissory Note to Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed $27,930,000, secured by a pledge of revenues and authorizing its execution; designating a Local Trustee; approving and authorizing the execution of a Trust Agreement; approving and authorizing the execution of a Loan Agreement; approving and authorizing the execution of a Security Agreement; ratifying and confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; approving and authorizing a Note Purchase Agreement; approving various covenants; approving and authorizing application to the Oklahoma Water Resources Board; approving and authorizing professional services agreements; approving and authorizing payment of fees and expenses; and containing other provisions relating thereto

Background:
The Broken Arrow Municipal Authority has a list of projects that would qualify for the FAP (Financial Assistance Program) loan program through the Oklahoma Water Resource Board. A full list of projects is attached. Resolution No. 1746 authorizes application of the loan and authorizes the loan and issuance of the 2026A Promissory Note not to exceed $27,930,000. Staff is recommending moving forward with this action. We usually apply to the OWRB later in the year and we want to jump on the opportunity of cost savings since we will share the cost of issuance with Edmond who will do their FAP loan at the same time.

Cost: Estimated to be $290,570.76

Funding Source: Proceeds from of the OWRB loans

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Resolution No. 1746, List of projects, Public Law Finance Law Group PLLC

Recommendation:
Approve and authorize execution of Resolution No. 1746

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE BOARD OF TRUSTEES OF THE BROKEN ARROW MUNICIPAL AUTHORITY, TULSA COUNTY, OKLAHOMA, MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE BROKEN ARROW CITY HALL, 220 SOUTH 1ST STREET, IN BROKEN ARROW, OKLAHOMA, ON THE 5TH DAY OF MAY, 2026, AT 6:30 P.M.

PRESENT:

ABSENT:

Thereupon, the Chairman introduced a Resolution which was read by title by the Secretary. Trustee _____ moved that the Resolution be adopted and Trustee _____ seconded the motion. The motion carrying with it the adoption of the Resolution prevailed by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

RESOLUTION NO. 1746

A RESOLUTION OF THE BROKEN ARROW MUNICIPAL AUTHORITY (THE "BORROWER") AUTHORIZING A LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $27,930,000; APPROVING THE ISSUANCE OF A SERIES 2026A PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $27,930,000, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; DESIGNATING A LOCAL TRUSTEE; APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT; APPROVING AND AUTHORIZING A NOTE PURCHASE AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING APPLICATION TO THE OKLAHOMA WATER RESOURCES BOARD; APPROVING AND AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Broken Arrow Municipal Authority, Tulsa County, Oklahoma (the "Borrower"), was organized under Title 60, Oklahoma Statutes 2021, Sections 176-180.4, as amended, for the purpose of furthering the public functions of the City of Broken Arrow, Oklahoma (the "City"); and

WHEREAS, the Borrower has heretofore issued its (i) Series 2017A Promissory Note to Oklahoma Water Resources Board dated February 23, 2017, in the original principal amount of $6,505,000 (the "2017A FAP Note"); (ii) Series 2017B Promissory Note to Oklahoma Water Resources Board dated February 23, 2017, in the original principal amount of $18,565,000 (the "2017B FAP Note"); (iii) Series 2018A Promissory Note to Oklahoma Water Resources Board dated October 25, 2018, in the original principal amount of $19,770,000 (the "2018A FAP Note"); (iv) Utility System and Sales Tax Revenue Note, Taxable Series 2019 dated November 22, 2019, in the original principal amount of $5,675,000 (the "2019 Note"); (v) Series 2020A Promissory Note (Taxable) to Oklahoma Water Resources Board dated October 1, 2020, in the original principal amount of $26,335,000 (the "2020A FAP Note"); (vi) Series 2020B Promissory Note to Oklahoma Water Resources Board dated October 1, 2020, in the original principal amount of $7,585,000 (the "2020B FAP Note"); (vii) Series 2021B Promissory Note to Oklahoma Water Resources Board dated December 1, 2021, in the original principal amount of $3,435,000 (the "2021B FAP Note"); (viii) Utility System and Sales Tax Revenue Note, Tax-Exempt Series 2023A dated January 3, 2023, in the original principal amount of $21,497,000 (the "2023A Note"); (ix) Series 2023B Promissory Note to Oklahoma Water Resources Board dated November 8, 2023, in the original principal amount of $19,185,000 (the "2023B FAP Note"); (x) Series 2024A Promissory Note to Oklahoma Water Resources Board dated October 9, 2024, in the original principal amount of $19,880,000 (the "2024A FAP Note"); (xi) Series 2025A Promissory Note to Oklahoma Water Resources Board dated August 19, 2025, in the original principal amount of $24,510,000 (the "2025A FAP Note"); and (xii) Series 2025B Promissory Note to Oklahoma Water Resources Board dated December 17, 2025, in the original principal amount of $5,450,000 (the "2025B FAP Note", and together with the 2017A FAP Note, the 2017B FAP Note, the 2018A FAP Note, the 2019 Note, the 2020A FAP Note, the 2020B FAP Note, the 2021B FAP Note, the 2023A Note, the 2023B FAP Note, the 2024A FAP Note, and the 2025A Note, referred to as the "Prior Senior Lien Indebtedness"); and

WHEREAS, the Borrower has heretofore issued its (i) Series 2012 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated December 4, 2012, in the original principal amount of $6,540,000 (the "2012 CWSRF Note"); (ii) Series 2016 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated August 12, 2016, in the original principal amount of $6,700,000 (the "2016 CWSRF Note"); (iii) Series 2018 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated January 11, 2018, in the original principal amount of $2,100,000 (the "2018 CWSRF Note"); (iv) Series 2019A Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated January 30, 2019, in the original principal amount of $4,255,000 (the "2019A CWSRF Note"); (v) Series 2019B Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated June 18, 2019, in the original principal amount of $11,415,000 (the "2019B CWSRF Note"); (vi) Series 2020C Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated October 22, 2020, in the original principal amount of $19,695,000 (the "2020C CWSRF Note"); (vii) $16,285,000 Series 2021C Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated December 21, 2021 (the "2021C CWSRF Note"); and (viii) $19,305,000 Series 2022 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated September 23, 2022 (the "2022 CWSRF Note", and together with the 2012 CWSRF Note, the 2016 CWSRF Note, the 2018 CWSRF Note, the 2019A CWSRF Note, the

2019B CWSRF Note, the 2020C CWSRF Note, and the 2021C CWSRF Note, referred to as the "Prior Subordinate Lien Indebtedness"); and

WHEREAS, the Borrower is authorized and has determined to finance the costs of certain improvements to the Borrower's water and sewer systems (the "Project") in order to better serve the customers of said Borrower and in payment of part of the cost thereof, to seek money in the form of a loan from the Oklahoma Water Resources Board (the "Board") in the amount of not to exceed $27,930,000; and

WHEREAS, the Board has under consideration a loan application of the Borrower and the Borrower has determined to borrow money from the Board for the purpose of financing the Project and to evidence such loan by the issuance of the Borrower's Series 2026A Promissory Note to Oklahoma Water Resources Board in the original principal amount of not to exceed $27,930,000 (the "2026A Note"), said 2026A Note being secured by a lien on the revenues derived from the water, sewer, and solid waste disposal systems of the Borrower (collectively, the "System") plus the revenues derived from the levy of a one percent (1.0%) sales tax; provided, said pledge and lien shall be on a parity in all respects with the Borrower's Prior Senior Lien Indebtedness; and

WHEREAS, it is the desire of the Borrower to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the 2026A Note.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE BROKEN ARROW MUNICIPAL AUTHORITY, TULSA COUNTY, OKLAHOMA:

Section 1. Issuance of 2026A Note. The Borrower is hereby authorized to accept said loan and issue its 2026A Note payable to the Board and secured by a pledge of revenue derived from the operation of the System and a year-to-year pledge of the Sales Tax Revenue and the officers of the Borrower are hereby authorized and directed to execute said 2026A Note and to do any and all lawful things to effect said loan and secure said loan from the Board. The principal amount of the 2026A Note shall not exceed $27,930,000.00, the Net Interest Cost on the 2026A Note shall not exceed 6.5% per annum, and the maturity date shall be not later than October 1, 2056. The Chairman or Vice Chairman shall be authorized to execute a Certificate of Determination establishing the principal amount, maturity, and rate of interest on the 2026A Note. It is contemplated that interest on the Note will be excludable from gross income for federal income tax purposes. In the event it is recommended by Borrower's Financial Advisor that the Note be issued on a taxable basis (interest would be included in gross income for federal income tax purposes), the Chairman or Vice Chairman shall also be authorized to make this determination pursuant to the Certificate of Determination.

Section 2. Designation of Local Trustee. The Borrower hereby designates BOKF, NA, to serve as the Local Trustee of certain funds in relation to the 2026A Note.

Section 3. Execution of Trust Agreement. The Trust Agreement by and between the Borrower and the Local Trustee, pertaining to the 2026A Note (the "2026A Trust Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said 2026A Trust Agreement.

Section 4. Execution of Loan Agreement. The Loan Agreement by and between the Borrower and the Board, pertaining to the 2026A Note (the "2026A Loan Agreement") is hereby

approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said 2026A Loan Agreement.

Section 5. Execution of Security Agreement. The Security Agreement by the Borrower in favor of the Board, pertaining to the 2026A Note (the "2026A Security Agreement"), whereby the Borrower gives a lien on the revenues of the System to the Board to secure payment of the 2026A Note is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and do all other lawful things to carry out the terms and conditions of said 2026A Security Agreement.

Section 6. Lease Agreement. The Lease Agreement and Operation and Maintenance Contract dated as of August 1, 1979 (the "Lease Agreement"), whereby the City leases its presently existing and hereafter acquired water, sanitary sewer, and solid waste disposal systems to the Borrower and the Borrower agrees to operate the same, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2026A Note is paid.

Section 7. Sales Tax Agreement. The Sales Tax Agreement dated as of November 1, 2019, by and between the City and the Borrower pertaining to the City's agreement to annually appropriate and pay all sales tax proceeds derived from Ordinance No. 714 of the City over to the Borrower to be used exclusively for the purposes set out in said Ordinance, is hereby ratified and confirmed.

Section 8. Note Purchase Agreement. The Borrower hereby approves the Note Purchase Agreement by and between the Borrower and the Board, pertaining to the 2026A Note (the "2026A Note Purchase Agreement") and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower be and are hereby authorized to execute and deliver said 2026A Note Purchase Agreement.

Section 9. Covenants of Borrower. Until payment in full of the 2026A Note and performance of all obligations owing to the Board under the 2026A Loan Agreement and the instruments executed pursuant hereto, unless the Board shall otherwise consent in writing, the Borrower hereby represents its intent to abide by and carry out the covenants contained in the 2026A Security Agreement and the 2026A Loan Agreement, which covenants are incorporated herein in their entirety.

Section 10. Application. The Borrower shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB State Loan Program (FAP); and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute said Application(s) for and on behalf of the Borrower. The Borrower is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 11. Professional Services Agreements. The Borrower is authorized to enter into a legal services agreement with The Public Finance Law Group PLLC, as the Borrower's Bond Counsel and a professional services agreement with Municipal Finance Services, Inc., as the Borrower's Financial Advisor.

Section 12. Fees and Expenses. Upon closing of the referenced loan, the officers of the Borrower are hereby authorized to disburse (from loan proceeds or other available funds of the Borrower) certain fees and expenses all as set forth on Exhibit "A" hereto, all as more fully set forth

on the Borrower's Closing Order to be executed in connection with the closing of the financing referenced herein.

Section 13. Necessary Action. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby further authorized on behalf of the Borrower to approve the disbursement of the proceeds of the 2026A Note and other funds of the Borrower in connection with the issuance of the 2026A Note and the accomplishment of the transaction contemplated hereby, including the execution of the Letter of Binding Commitment, and further, to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transaction contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

[Remainder of Page Intentionally Left Blank]

APPROVED AND ADOPTED THIS 5TH DAY OF MAY, 2026.

BROKEN ARROW MUNICIPAL AUTHORITY

(SEAL)

_____
Chairman

ATTEST:

_____
Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, Secretary of the Broken Arrow Municipal Authority, Tulsa County, Oklahoma, an Oklahoma public trust, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said public trust held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 5TH DAY OF MAY, 2026.

(SEAL)

_____
Secretary

EXHIBIT "A"

Fees and Expenses Paid at Closing

Oklahoma Water Resources Board	
Issuance Costs	$180,000.00*
The Public Finance Law Group PLLC	
Legal Fee and Expenses:	$35,000, plus 0.5% of the gross proceeds of the 2026A Note over $7,000,000 up to and including $10,000,000, plus 0.25% of the gross proceeds of the 2026A Note over $10,000,000; plus $2,000 expenses
Municipal Finance Services, Inc.	
Financial Advisor Fee and Expenses:	$35,000, plus 0.5% of the gross proceeds of the 2026A Note over $7,000,000 up to and including $10,000,000, plus 0.25% of the gross proceeds of the 2026A Note over $10,000,000; plus $2,000 expenses
BOKF, NA	
Trustee Acceptance Fee	$750.00

* Not to exceed amount; to be established pursuant to Closing Order of Borrower

FY27
ATTACHMENT C

1.0 CLEAN WATER (CW) LOAN PROGRAM – ORF OR FAP

Project	**Cost**
Haikey Creek Lift Station Phase IV – *Property Acquisition/Design*	$2,250,000
Haikey Creek Trunk Line Phase II- *Property Acquisition/Construction*	$6,344,000
Elm Place Sewer Phase I- *Property Acquisition/Design*	$12,150,000
Turnberry Lift Station Rehab/Elimination- *Property Acquisition/Construction*	$1,000,000
Windsor Lift Station Rehab/Elimination- *Property Acquisition/Construction*	$1,000,000
Dresser Rand Lift Station Rehab - *Construction*	$1,000,000
SUB-TOTAL CW LOAN	**$23,744,000.00**

2.0 SAFE DRINKING WATER (SDW) LOAN PROGRAM – ORF OR FAP

Project	**Cost**
Miscellaneous Old Town Waterlines	$805,000
Lead and Copper Rule Revisions – *Construction*	$250,000
16” Transmission Line- South Loop Ph. III (Elm Turnpike to Florence)- *Construction*	$1,005,000
12” Waterline Garnett from 128th to Tucson- *Property Acquisition/Design*	$310,000
12” Waterline Elm Pl. from New Orleans to Washington- *Design*	$120,000
12” Waterline Washington St. from Elm to Aspen- *Design*	$120,000
SUB-TOTAL SDW LOAN	**$2,610,000.00**

TOTAL OWRB FY2027 LOAN PROGRAM	**$26,354,000.00**

THE PUBLIC FINANCE LAW GROUP PLLC
ATTORNEYS AND COUNSELORS AT LAW

t 405.235.3413 • f 405.235.2807
5657 N. Classen Boulevard, Suite 100 • Oklahoma City, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

BROKEN ARROW MUNICIPAL AUTHORITY,
TULSA COUNTY, OKLAHOMA
SERIES 2026A PROMISSORY NOTE
TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of May 5, 2026, by and among THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG") and BROKEN ARROW MUNICIPAL AUTHORITY (the "Issuer"), an Oklahoma public trust, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with the financing the construction of certain water and wastewater system improvements, along with related costs, in the aggregate principal amount of not to exceed $27,930,000 (collectively, the "Project"); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue or cause to be issued its Series 2026A Promissory Note to Oklahoma Water Resources Board (the "Note") through the Oklahoma Water Resources Board's State Loan Program (FAP); and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services*. PFLG will render the following services as bond counsel to the Issuer:

(1) Consultation with representatives of the Issuer, including the manager of the Issuer, the City Attorney's office, as counsel to the Issuer ("Issuer's Counsel"), Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financings.

(2) Preparation of loan, security and other authorizing documents (the "Financing Documents").

(3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.

(4) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.

(5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.

(6) Rendering of bond counsel's customary final legal opinion on the validity of the Note and, with respect to a tax-exempt Note, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by Issuer's Counsel for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal

or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Note (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Note. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, Note proceeds or the Project after issuance of the Note.

2. <u>Compensation and Reimbursements.</u>

A. *Compensation for Bond Counsel Services*. For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the Note, calculated as follows:

(1) $35,000.00, plus

(2) One half of one percent (0.5%) of the original gross proceeds of the Note over $7,000,000 up to and including $10,000,000, plus

(3) One quarter of one percent (0.25%) of the original gross proceeds of the Note above $10,000,000.

B. *Expenses*. PFLG shall also be paid a fixed amount of $2,000.00 in connection with the Note issuance to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the issuance of the Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand.

C. *Payment*. Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

D. *Termination of Agreement and Legal Services*. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance

of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Note (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent

of PFLG. All references to PFLG and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

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

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks or Nathan D. Ellis

ISSUER:

Broken Arrow Municipal Authority
PO Box 610
Broken Arrow, OK 74013-0610
Attention: City Manager

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Issuer and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Nathan D. Ellis, Esq.

BROKEN ARROW MUNICIPAL AUTHORITY

By: _____
Title: Chairman
Date: May 5, 2026

AGREEMENT FOR WATERLINE RELOCATION, CONSTRUCTION ADMINISTRATION, AND COST REIMBURSEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2026 between the Board of County Commissioners of Tulsa County, Oklahoma, ("County"), and the Broken Arrow Municipal Authority, Tulsa County, Oklahoma, ("BAMA"). County and BAMA may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, pursuant to 69 O.S. § 1903(B), a county and a municipality may contract with each other to construct, improve, repair, or maintain roads, streets, or highways; and

WHEREAS, pursuant to 74 O.S. § 1008, public agencies may contract with one another to perform governmental services, activities, or undertakings which either public agency is authorized by law to perform, provided such contract is authorized by the governing body of each Party; and

WHEREAS, the County desires to participate in projects that are mutually advantageous to the County and other units of Government; and

WHEREAS, the County desires to participate in projects that are mutually advantageous to the County and other units of Government; and

WHEREAS, County is undertaking roadway improvements on East 51st Street South between South 177th East Avenue and South 193rd East Avenue, including the roundabout and related roadway appurtenances (the "Roadway Project");

WHEREAS, BAMA owns, operates, or has responsibility for certain public waterline facilities located within or affected by the Roadway Project corridor, and certain such facilities must be relocated, adjusted, protected, or reconstructed in connection with the Roadway Project (the "Waterline Work"); and

WHEREAS, the Parties desire to define their respective responsibilities for design, rights-of-way and easements, bidding, construction administration, funding, ownership, acceptance, and closeout of the Waterline Work;

Therefore, in consideration of the covenants and conditions hereinafter contained the parties hereto agree as follows:

1. BAMA shall be responsible, at its sole cost, for preparation, review, and final approval of the plans and specifications for the Waterline Work. County shall not advertise, bid, or authorize construction of the Waterline Work until BAMA has approved the final plans and specifications for the Waterline Work in writing. Any betterments, upgrades, upsizing, or scope enhancements beyond relocation or adjustment reasonably required by the Roadway Project must be separately identified and expressly approved in writing by BAMA, and the incremental cost thereof shall be borne by BAMA unless otherwise agreed in a written amendment.

2. County shall be responsible, at its sole cost, for preparation of the roadway plans and specifications for the Roadway Project, excluding the Waterline Work plans described in Section 1 above. County shall coordinate the Roadway Project plans with BAMA sufficiently to avoid conflicts between the Roadway Project and the Waterline Work.

3. County shall be responsible for acquiring such roadway right-of-way and temporary construction easements as are necessary for the Roadway Project. BAMA agrees to prepare plans and specifications of the Waterline work within the existing Rights of Way. County shall administer bidding and award of the construction contract for the Roadway Project, including the Waterline Work, in accordance with applicable law.

4. Subject to the terms of this Agreement, BAMA shall reimburse County for the actual, reasonable, documented, and properly allocable costs of the Waterline Work, in an amount not to exceed One Million Two Hundred and Ninety Five Thousand and Two Hundred and Seventy Dollars and No/100 ($1,295,270.00) (the "Waterline Construction Funding"), unless increased by written amendment executed by both Parties. For avoidance of doubt, BAMA shall not be responsible for costs attributable solely to the roadway portion of the Roadway Project.

5. Following bid opening and prior to issuance of a notice to proceed for the Waterline Work, County shall provide BAMA with the bid tabulation, County's allocation of the bid amount attributable to the Waterline Work, and any recommendation for award. After award and before commencement of the Waterline Work, County may invoice BAMA for the awarded construction amount attributable to the Waterline Work. BAMA shall pay any undisputed invoice under this Section within thirty (30) days after receipt. County shall use BAMA funds received under this Agreement solely for costs attributable to the Waterline Work.

6. BAMA's onsite Contract Administrator shall serve as the designated representative and have the authority for change order, field order, construction change directive, or other modification affecting the cost, scope, alignment, material, size, location, or design of the Waterline Work In the absence of BAMA's contract administrator any emergency work reasonably necessary to protect public health, safety, or property may proceed without prior written approval, but County shall notify BAMA as soon as practicable and shall provide supporting documentation for any related reimbursement request.

7. County shall submit invoices and all supporting documentation to BAMA's designated representative at the address set forth in the notice provision of this Agreement, or to such other address as BAMA may designate in writing. Supporting documentation shall include, as applicable, bid tabulations, contractor pay applications, executed change orders, quantity summaries, and such additional backup as BAMA may reasonably request to substantiate the amounts invoiced. Within sixty (60) days after final completion and acceptance of the Waterline Work, County shall provide BAMA a final accounting of all Waterline Work costs, together with any remaining supporting documentation. Any BAMA funds remaining after payment of all allowable Waterline Work costs shall be refunded to BAMA within thirty (30) days after such final accounting.

8. BAMA shall designate a contract administrator or project representative for the Waterline Work. BAMA's representative shall be responsible for review of submittals relating to the Waterline

Work, coordination with County, and approval or rejection of proposed changes affecting the Waterline Work.

9. County shall designate a project manager or other authorized representative to coordinate the Roadway Project and the Waterline Work, administer the construction contract, and serve as the primary County point of contact during construction. County shall provide BAMA reasonable advance notice of construction meetings, schedule changes, utility conflicts, and any issue likely to affect the Waterline Work.

10. Neither Party may assign this Agreement, or any rights, duties, or obligations arising under this Agreement, without the prior written consent of the other Party. Nothing in this Agreement shall be construed to create any third-party beneficiary rights in any person or entity not a Party hereto.

11. This Agreement shall become effective upon approval by the governing body of each Party and execution by the authorized representatives of each Party. Unless sooner terminated in accordance with this Agreement, this Agreement shall remain in effect until completion and final acceptance of the Waterline Work and final reconciliation of all amounts due between the Parties.

12. The Parties are separate public agencies and nothing in this Agreement shall be construed to create a partnership, joint venture, agency relationship, or separate legal entity between them. Each Party shall be solely responsible for its own acts and omissions and those of its officers, employees, agents, contractors, and representatives, all as provided by applicable law. Consistent with 69 O.S. § 1903(B), no Party shall be liable for the acts or omissions of the other Party or for failure to inspect or supervise the performance of the other Party.

13. BAMA's Contract Administrator shall cause the Waterline Work to be constructed in substantial accordance with the plans and specifications approved by BAMA, applicable law, and generally accepted construction standards with assistance from Tulsa County. County shall obtain or cause its contractor to obtain those permits, licenses, traffic control approvals, and inspections customarily required for construction of the Roadway Project and Waterline Work, except to the extent any permit or approval must by law be obtained directly by BAMA. BAMA shall promptly notify County of any material nonconforming work affecting the Waterline Work.

14. BAMA shall have the obligation, to observe and inspect the Waterline Work and to receive copies of material testing results related thereto. Final acceptance of the Waterline Work by BAMA shall be conditioned upon receipt of record drawings or as-built drawings reasonably acceptable to BAMA, testing and inspection reports reasonably required by BAMA, and assignment to BAMA of any transferable warranties applicable to the Waterline Work. Ownership of the relocated waterline facilities, together with all associated appurtenances intended for operation as part of BAMA's utility system, shall vest in and remain with BAMA upon final acceptance.

15. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. In the event of termination, BAMA shall be obligated to reimburse County only for allowable costs of the Waterline Work incurred or irrevocably committed prior to the effective date of termination, including reasonable demobilization costs attributable solely to the Waterline Work, less any amounts previously paid and less any costs avoided by the termination.

16. Notwithstanding any other provision of this Agreement, the obligations of each Party are subject to the lawful availability of funds and all requirements of applicable law governing public expenditures. Nothing in this Agreement shall be construed to create a debt or obligation in contravention of applicable law.

17. Each Party shall maintain records reasonably sufficient to document its performance and expenditures under this Agreement. County shall retain project records relating to the Waterline Work for not less than three (3) years after final completion, or such longer period as required by law, and shall make such records available to BAMA for reasonable inspection, audit, and copying upon request. The Parties acknowledge that records relating to this Agreement may be subject to disclosure under the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq., except to the extent any record is made confidential by applicable law.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the District Court of Tulsa County, Oklahoma, or Wagoner County, Oklahoma, as applicable. Nothing in this Agreement shall be construed as a waiver by either Party of any rights, defenses, limitations of liability, or immunities available under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or other applicable law.

19. Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

    If to County:
    Board of County Commissioners of Tulsa County, Oklahoma
    Attn: County Engineer
    218 W 6th Street
    Tulsa, Oklahoma 74119

    If to BAMA:
    Broken Arrow Municipal Authority
    Attn: Charlie Bright, P.E.
    485 North Poplar Avenue
    Broken Arrow, Oklahoma 74012

    Either Party may change its notice address by written notice to the other Party.

20. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and representations relating thereto. This Agreement may be amended only by a written instrument executed by both Parties. This Agreement may be executed in counterparts,

each of which shall be deemed an original and all of which together shall constitute one instrument.

21. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, provided the essential purpose of this Agreement is not thereby defeated.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2026

BROKEN ARROW MUNICIPAL AUTHORITY ATTEST:

_____ _____

City Clerk General Manager/City Manager

APPROVED AS TO FORM:

D. Graham Parker
_____

City Attorney

BOARD OF COUNTY COMMISSIONERS
OF TUSLA COUNTY, OKLAHOMA

_____

Chair

ATTEST: APPROVED AS TO FORM:

_____ _____

Tulsa County Clerk Assistant District Attorney

Recording Requested by and
When recorded mail to:

Mayes Solar, LLC
c/o Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, TX 75206
Attn: Legal Department

CROSSING AGREEMENT

This **CROSSING AGREEMENT** (the "**Agreement**") is executed this ____ day of _____, 2026 ("**Effective Date**"), by and between the City of Broken Arrow, Oklahoma, a municipal corporation, whose address is 485 N Poplar Ave., Broken Arrow, OK 74012 ("**Grantor**") and Mayes Solar, LLC, a Delaware limited liability company whose address is 6688 N. Central Expressway, Suite 500, Dallas, TX 75206 ("**Grantee**"). Grantor and Grantee are sometimes referred to herein singularly as a "**Party**," and collectively as the "**Parties**."

RECITALS:

WHEREAS, Grantor is the current easement holder under certain Water Line Easements more fully described on Exhibit A attached hereto and made a part hereof (the "**Easements**") which affects certain real property located in Mayes County, Oklahoma (the "**Easement Property**"), a portion of which is more particularly described on Exhibit A (the "**Subject Parcels**"); and the Easements are for Grantor's critical raw water transmission pipeline used to supply potable water to the citizens of Broken Arrow;

WHEREAS, Grantee is the current Lessee under that certain Ground Lease more fully described on Exhibit B attached hereto and made a part hereof (the "**Grantee Lease**"), which encumbers land that is subject to the Easement and includes portions of Subject Tracts;

WHEREAS, Grantee proposes to construct, use and maintain (and ingress and egress to and from) transmission equipment and systems (the "**Project Facilities**") and to conduct surveys and environmental, biological, cultural geotechnical and other tests, all within, over, around, upon, and across Subject Parcel in the areas more particularly described/depicted in Exhibit C attached hereto (collectively, the "**Crossing Area**"); and

WHEREAS, Grantor (i) has determined that such construction, use, operations, maintenance, testing and access will not cause an increase in risk to the public or an increase in risk of damage to Grantor's Easement and appurtenant structures within the Crossing Area; and (ii) is willing to consent to the execution of the Grantee Lease and Grantee's construction, maintenance, and use of the Project Facilities within the Crossing Area in accordance with the terms and conditions this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants Grantee permission to construct, use, repair, replace, and maintain, the Project Facilities crossing the Easement Area (collectively, the "**Permitted Crossings**") in, over, and across the Easement Area, and the related

ingress and egress and testing described above and set forth in the Grantee Lease, all subject to the following terms and conditions, and incorporating the WHEREAS provisions above into this Agreement:

1. Subject to the terms of this Agreement, Grantor consents to the execution of the Grantee Lease. In the event of a conflict or ambiguity between the terms of this Agreement or the terms of the Grantee Lease, the terms of this Agreement shall control.

2. Grantor hereby consents to the construction, use, repair, maintenance, replacement and installation of the Permitted Crossings within the Easement Area and the related ingress and egress and testing as described above and in the Grantee Lease and in compliance with all legal and regulatory requirements, the City of Broken Arrow's Standard Construction Specifications (to the extent applicable, and the provisions of this Agreement.

3. Grantee agrees to maintain a minimum of Eight (8) feet of separation below the depth of the existing City of Broken Arrow water pipeline through the entirety of the existing Easements as outlined in Exhibit C (or the approved Plan, whichever is more restrictive). Grantee shall, prior to construction, perform elevation verifications at each crossing location for the existing City of Broken Arrow waterline within noted easement. Excavation shall be performed through vacuum or hyrdo excavation and all appropriate underground utility locates shall be active. Grantee shall confirm these elevations and proposed utility installation grades with the Grantor prior to construction. Grantee shall provide pre-construction survey data and post-installation as-built verification confirming compliance with this separation requirement prior to backfilling any excavation.

4. With regard to Grantee's plans for and construction of the Project Facilities, it is agreed that prior to construction of the Project Facilities that Grantee shall furnish Grantor with copies of a plan, description, and location (herein the "**Plan**") of the proposed Project Facilities to be located within the Easement Area for the review and prior written approval of Grantor.

5. Grantee agrees to notify Grantor at least forty-eight (48) hours in advance of constructing any Project Facilities within the Easement Area, in order to permit Grantor to have its representative present (at Grantee's expense if Grantor elects to have a representative present during any construction, testing, or backfill activities). Primary contact for Grantor shall be the City of Broken Arrow Utilities Department – Jerry Hanewinkel; (539)357-1487.

6. Grantee agrees to keep the Project Facilities within the Easement Area in a neat and safe condition and clear of all obstructions. Grantee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Project Facilities. At the conclusion of any construction, Grantee shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of Grantee's construction thereon or in proximity thereto, as reasonably determined by Grantor, and Grantee shall furnish a performance bond or irrevocable letter of credit in an amount and form satisfactory to Grantor to secure such restoration obligations.

7. Grantee, at Grantee's sole expense, shall maintain and operate the Project Facilities. Grantor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of Grantee's Project Facilities.

8. Grantee assumes all risks and liability resulting or arising from or relating to Grantee's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement

Area. It is further agreed that Grantor shall not be liable for any damage to the Project Facilities as a result of Grantor's use or enjoyment of its Easements. Damages to Grantor's facilities, surface damages, any and all other damages and/or incurred fines caused by Grantee or its agents, employees, invitees, contractors or subcontractors with respect to the construction, maintenance or operation of any Project Facilities shall be repaired or replaced by Grantee, at Grantee's sole cost and expense (or reimbursed to Grantor upon invoice if Grantor performs the repair).

9. GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS GRANTOR, AND ITS LANDLORD, AND EACH OF THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ANY CLAIM, DEMAND, SUIT, EXPENSE, OR LIABILITY (COLLECTIVELY, "CLAIMS") TO THE EXTENT ARISING OUT OF GRANTEE'S EXERCISE OF THE RIGHTS GRANTED IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL DAMAGE, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR DEATH (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE). GRANTEE SHALL DEFEND GRANTOR UPON REQUEST. HOWEVER, GRANTEE SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR, ITS AFFILIATES, CONTRACTORS AND AGENTS, AND EACH OF THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, INVITEES OR REPRESENTATIVES (TO THE EXTENT SUCH CLAIMS ARE NOT CONTRIBUTED TO BY THE ACTIONS OF GRANTEE).

10. The covenants contained in this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Parties, their personal representatives, heirs, successors, assigns, lessees, grantees, and beneficiaries. The Parties shall have the right to assign the rights herein granted in whole or in part without consent of the other (provided Grantee gives Grantor written notice of any assignment within thirty (30) days thereafter). The Parties agree that this Agreement may be recorded.

11. Unless otherwise specified in the Agreement, any notice, request, instruction, or other document to be given pursuant to this Agreement by either Party to the other shall be in writing (a) delivered personally and acknowledged, (b) by facsimile, (c) electronically (d) by commercial courier, or (e) by certified mail, postage prepaid, return receipt request, as follows:

TO: GRANTEE

Mayes Solar, LLC

6688 N. Central Expressway, Suite 500, Dallas, TX 75206

Attn: Legal Department

TO: GRANTOR

City of Broken Arrow

485 N Poplar Ave, Broken Arrow, OK 74012

Attn: _____City Attorney_____

Either Party may change its representative or the address to which notice shall be directed by any form of written notice to the other Party as specified above. Such change shall become effective ten (10) business days after receipt of such notice.

12. Nothing contained herein shall be construed to abrogate or relinquish any rights granted by the Lease. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

13. Insurance. Prior to commencing any work in the Easement Area and at all times during the term of this Agreement (and for at least five (5) years thereafter or until all Project Facilities are removed, whichever is later), Grantee shall maintain, at its sole expense, the following insurance coverages with insurers rated A-VII or better by A.M. Best: (a) Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, including contractual liability, products/completed operations, and broad-form property damage; (b) Automobile Liability insurance with a combined single limit of not less than $1,000,000; (c) Workers' Compensation insurance as required by law; and (d) Pollution/Environmental Impairment Liability insurance with limits of not less than $1,000,000. All policies shall name Grantor as an additional insured on a primary and non-contributory basis, contain a waiver of subrogation in favor of Grantor, and require at least thirty (30) days' prior written notice to Grantor of cancellation or material change. Grantee shall provide certificates of insurance (and endorsements) to Grantor prior to any work and upon request thereafter.

14. Relocation. If Grantor reasonably determines that the Permitted Crossings or Project Facilities materially interfere with the operation, maintenance, repair, replacement, relocation, or protection of the water pipeline or Easements, Grantor shall provide written notice describing such interference. Grantee shall, at its sole cost and expense, relocate, modify, or remove the affected facilities as reasonably directed by Grantor within sixty (60) days, or such longer period as reasonably necessary under the circumstances.

If relocation outside the Premises is required, Grantor shall use commercially reasonable efforts to provide a substitute location on Grantor's property adjacent to or in close proximity to the Premises that is reasonably suitable for Grantee's use. If provided, the parties shall enter into Grantor's then-standard form agreement for such location, subject to reasonable modifications.

Grantee shall not be required to relocate to the extent the interference is caused by Grantor's subsequent improvements or failure to properly maintain its facilities. Notwithstanding the foregoing, Grantee shall promptly make emergency changes and minor adjustments as reasonably requested by Grantor.

15. As-Builts. Within thirty (30) days after completion of any Permitted Crossings, Grantee shall deliver to Grantor certified "as-built" drawings (signed and sealed by a licensed Oklahoma professional engineer) accurately depicting the location, depth, and all details of the Permitted Crossings.

16. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Oklahoma without regard to conflict of laws principles. Any action arising out of or relating to this Agreement shall be brought exclusively in the District Court of Tulsa County, Oklahoma.

17. Attorneys' Fees. In any action or proceeding to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party.

18. Entire Agreement; Amendments. This Agreement (including Exhibits) constitutes the entire agreement between the parties and supersedes all prior understandings. No amendment shall be effective unless in writing and signed by both parties.

19. Filing of Final Agreement; Grantee shall, at its sole expense, file the final fully executed agreement with the appropriate county assessor's office as associated with each individual impacted parcel.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

"GRANTOR"

Broken Arrow Municipal Authority

By: _____

Name: Michael Spurgeon, General Manager_____

Attest: _____
Secretary [Seal]

Date: _____

Approved as to form:

Trevor Dennis
Assistant City Attorney

ACKNOWLEDGMENT

STATE OF OKLAHOMA §

COUNTY OF TULSA §

This instrument was acknowledged before me this _____ day of _____2026, by_____, _____ of the Broken Arrow Municipal Authority, on behalf of said municipal authority.

_____
Notary Public in and for
THE STATE OF OKLAHOMA
[If impression notary seal is used, please complete the *following]*
Print Name:_____
My Commission Expires:_____

"GRANTEE"

Mayes Solar, LLC

a Delaware limited liability company

By: _____

Name: Christopher Loehr

Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 29 day of April 2026, by Christopher Loehr, as Authorized Signatory of Mayes Solar, LLC, a Delaware limited liability company, on behalf of the company.

_____

Notary Public in and for
THE STATE OF TEXAS
[If impression notary seal is used, please complete the following]
Print Name: Adam Schappaugh
My Commission Expires: 10/7/28

ADAM SCHAPPAUGH
Notary ID #132715016
My Commission Expires
October 7, 2028

EXHIBIT A

WATER LINE EASMENT PARCEL DESCRIPTIONS

50' Easement Recorded on August 4, 1980, in Book 580, Page 797 in Mayes County, Oklahoma

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION ELEVEN (11), TOWNSHIP TWENTY (20) NORTH, RANGE EIGHTEEN (18) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY AND PLAT THEREOF.

50' Easement Recorded on August 4, 1980, in Book 580, Page 800 in Mayes County, Oklahoma

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION ELEVEN (11), TOWNSHIP TWENTY (20) NORTH, RANGE EIGHTEEN (18) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY AND PLAT THEREOF.

50' Easement Recorded on August 4, 1980, in Book 580, Page 795 in Mayes County, Oklahoma

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP TWENTY (20) NORTH, RANGE EIGHTEEN (18) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY AND PLAT THEREOF.

30' Easement Recorded on April 15, 1981, in Book 588, Page 7 in Mayes County, Oklahoma

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP TWENTY (20) NORTH, RANGE EIGHTEEN (18) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY AND PLAT THEREOF.

50' Easement Established by Order No. C-80-249

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION ELEVEN (11), TOWNSHIP TWENTY (20) NORTH, RANGE EIGHTEEN (18) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY AND PLAT THEREOF.

EXHIBIT B

GRANTEE LEASE - LEGAL DESCRIPTION OF LAND

Tract 1:

The East Half of the Northeast Quarter (E/2 of NE/4) and the North Half of the Northwest Quarter of the Northeast Quarter (N/2 of NW/4 of NE/4) and the Southwest Quarter of the Northwest Quarter of the Northeast Quarter (SW/4 of NW/4 of NE/4) of Section 11, Township 20 North, Range 18 East of the Indian Base and Meridian, Mayes County, Oklahoma. (1333/976)

Tract 2:

The West Half of the Southwest Quarter of the Northeast Quarter lying West of the M. K. & T. Railroad Right-of-Way (W/2 of SW/4 of NE/4 lying W of RR), and the Northwest Quarter of the Northwest Quarter (NW/4 of NW/4) and the North Half of the South Half of the Northwest Quarter (N/2 of S/2 of NW/4) and the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW/4 of SW/4 of NW/4) and the West Half of the West Half of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (W/2 of W/2 of SE/4 of SW/4 of NW/4) and the East 495 feet of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter (E/495 of SW/4 of SE/4 of NW/4) and the Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE/4 of SE/4 of NW/4) and the East 495 feet of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (E/495 of NW/4 of NE/4 of SW/4) and the Northeast Quarter of the Northeast Quarter of the Southwest Quarter (NE/4 of NE/4 of SW/4), all in Section 12, Township 20 North, Range 18 East of the Indian Base and Meridian, Mayes County, Oklahoma. (1333/966)

Tract 3:

The Northeast Quarter of the Northwest Quarter (NE/4 of NW/4) and the portion of the Northwest Quarter of the Northeast Quarter lying west of the railroad right-of-way (NW/4 of NE/4 lying W of RR) of Section 12, Township 20 North, Range 18 East of the Indian Base and Meridian, Mayes County, Oklahoma. (1402/641)

Tract 4:

The North Half of the Northwest Quarter (N/2 of NW/4) and the Southeast Quarter of the Northwest Quarter (SE/4 of NW/4) of Section 11, Township 20 North, Range 18 East of the Indian Base and Meridian, Mayes County, Oklahoma. (1458/508)

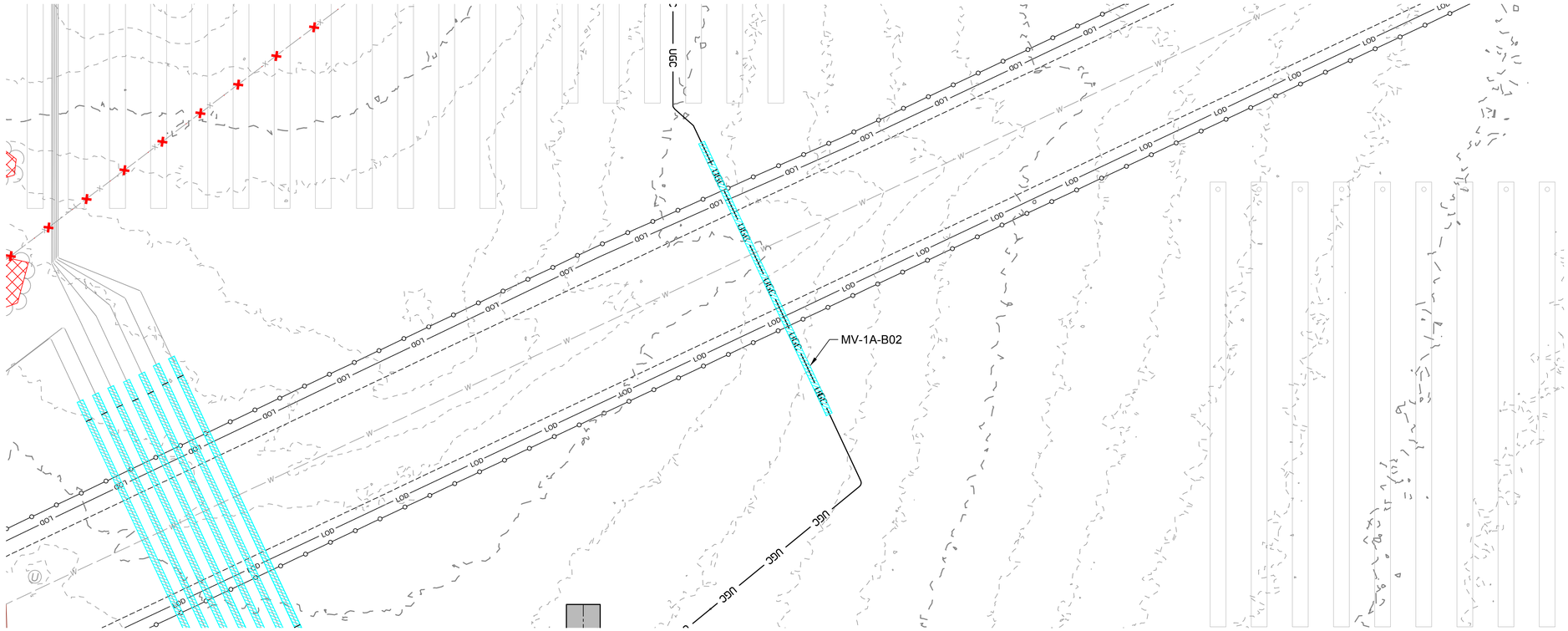
Tract 5:

The Southeast Quarter of the Northwest Quarter of the Northeast Quarter (SE¼ NW¼ NE¼) and the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) and the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) and the North Half of the Southwest Quarter (N½ SW¼) LESS AND EXCEPT the North 150 feet of the West 440 feet of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter (NW¼ NW¼ SW¼) and LESS AND EXCEPT the West 200 feet of the North 250 feet of the South 879 feet of the West Half of the Northwest Quarter of the Southwest Quarter (W½ NW¼ SW¼) all in Section Eleven (11), Township Twenty (20) North, Range Eighteen (18) East of the Indian Base and Meridian, Mayes County, Oklahoma. (1458/525)

EXHIBIT C

PROJECT FACILITIES

[Intentionally Removed Prior to Recording]



EXISTING LEGEND

- PROJECT BOUNDARY
- OUTSIDE OF PROJECT BOUNDARY
- CULTURAL AREA
- NONJURISDICTIONAL WETLANDS
- JURISDICTIONAL WETLANDS
- JURISDICTIONAL OPEN WATER
- TREELINE
- 100' YR FEMA FLOODPLAIN
- ROW LINE
- PROPERTY LINE
- EASEMENT
- DIRT ROAD
- GRAVEL ROAD
- ASPHALT ROAD
- G — GAS LINE
- UFO — UNDERGROUND FIBEROPTIC LINE
- W — WATER LINE
- OHP — OVERHEAD POWER LINE
- SETBACK
- X — X — FENCE LINE
- STORM CULVERT
- MINOR CONTOUR
- MAJOR CONTOUR
- DRAINAGE FLOW PATH
- UTILITY POLE
- BUILDINGS

DEMOLITION LEGEND

- TREES TO BE REMOVED (CLEARED AND GRUBBED*)
- ITEMS TO BE REMOVED

PROPOSED LEGEND

- 16' PRIMARY ACCESS ROAD
- INVERTER
- UGC — UGC — COLLECTION LINE
- LOD — LIMITS OF DISTURBANCE

SCALE 1"=30'
0 30' 60'

SCALE 1"=15'
0 15' 30'

NAD 83/NSRS11 ØK-NF

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CLIENT

IEA CONSTRUCTORS a MasTec company

PROJECT NAME & ADDRESS

MAYES SOLAR
MAYES COUNTY, OKLAHOMA

DATE
03/04/2026

PROJECT NUMBER
70560.002

PROJECT NAME
MAYES SOLAR

DESIGNED BY / DRAWN BY
K. GOMEZ / N. HIETBRINK

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REVISIONS

#	MM/DD/YY	DESCRIPTION
1	03/04/2026	UTILITY CROSSING EXHIBIT

DRAWING DESCRIPTION

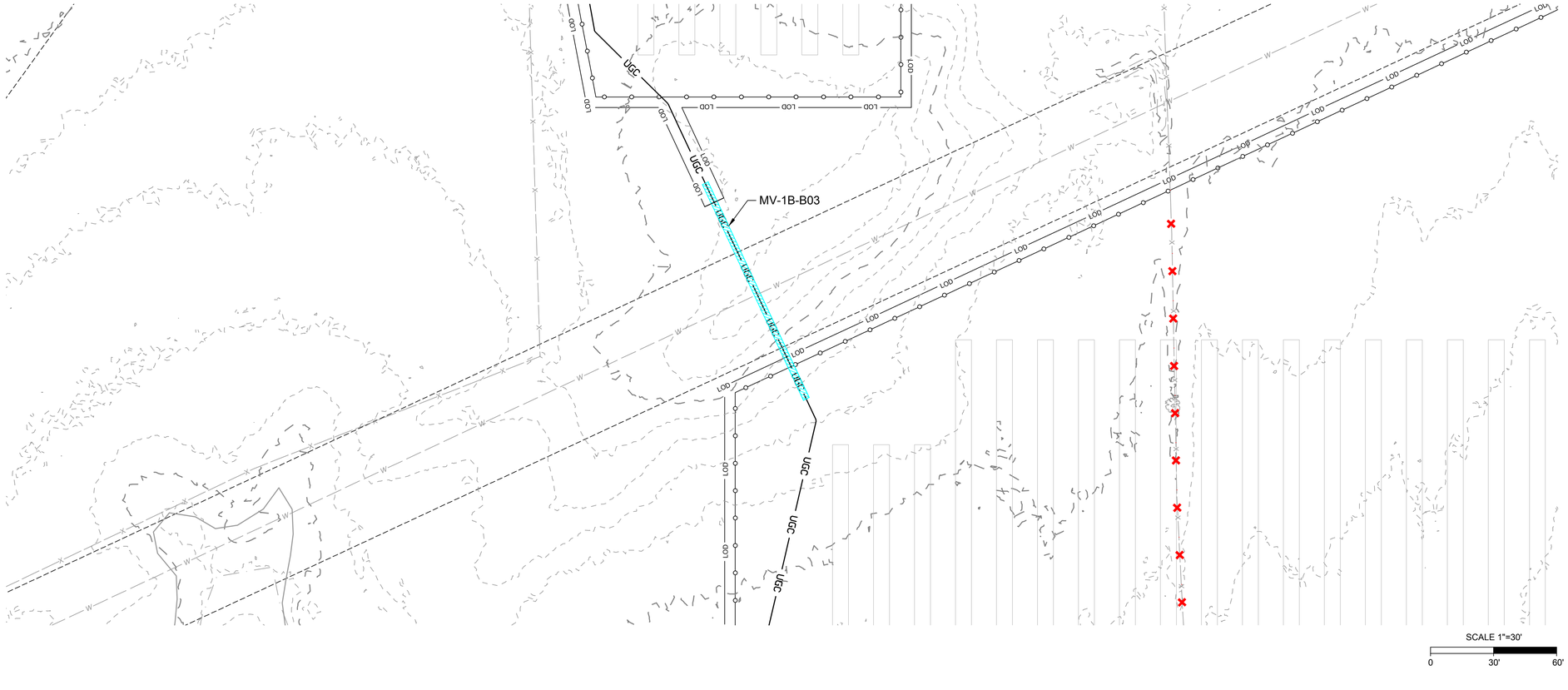
CITY OF BROKEN ARROW WATER EASEMENT CROSSING MV-1A-B02

PLANS PRINTED AS 11x17 ARE HALF SCALE

SCALE

SHEET NUMBER
C1.01

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EXISTING LEGEND

- PROJECT BOUNDARY
- OUTSIDE OF PROJECT BOUNDARY
- CULTURAL AREA
- NONJURISDICTIONAL WETLANDS
- JURISDICTIONAL WETLANDS
- JURISDICTIONAL OPEN WATER
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- UTILITY POLE
- BUILDINGS

DEMOLITION LEGEND

- TREES TO BE REMOVED (CLEARED AND GRUBBED*)
- ITEMS TO BE REMOVED

PROPOSED LEGEND

- 16' PRIMARY ACCESS ROAD
- INVERTER
- UGC — COLLECTION LINE
- LOD — LIMITS OF DISTURBANCE

NAD 83/NSRS11 ØK-NF

SCALE 1"=15'
0 15' 30'

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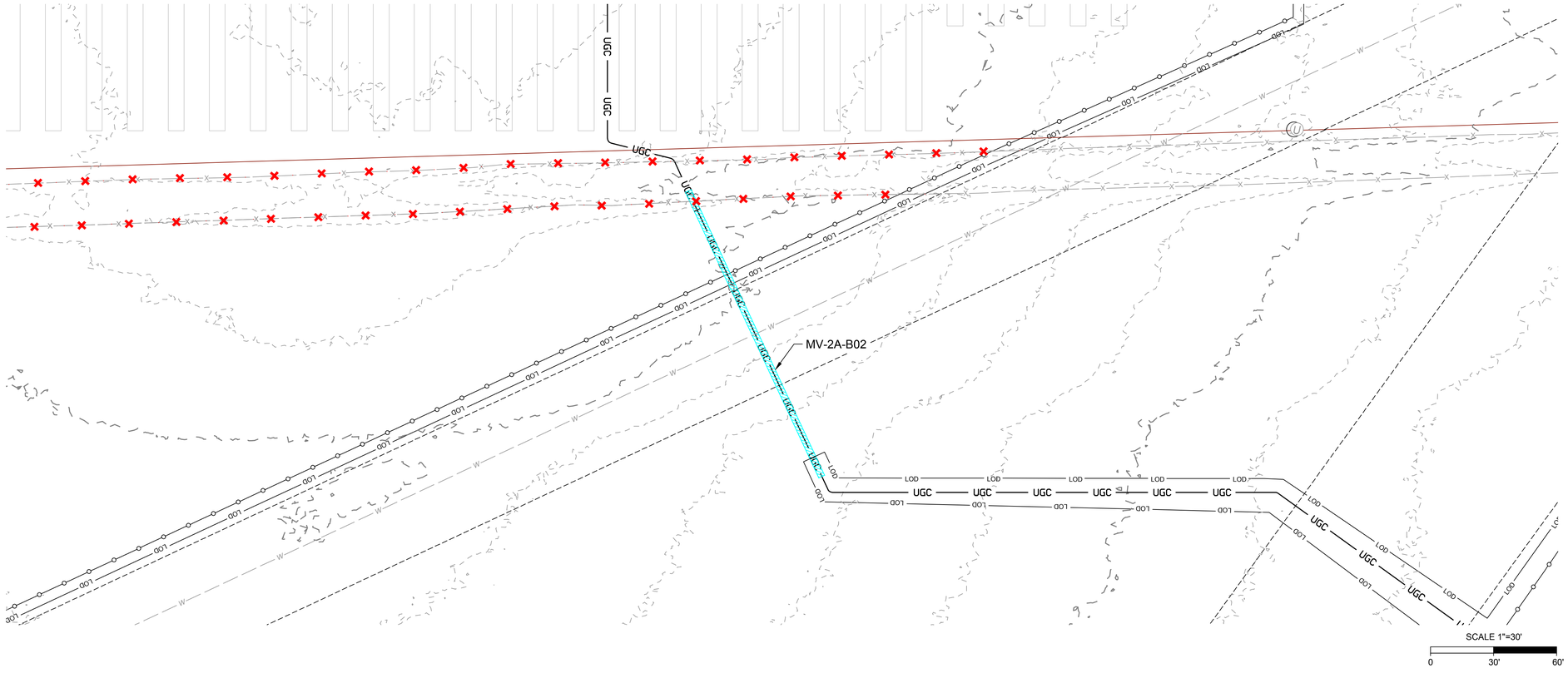
CITY OF BROKEN ARROW WATER EASEMENT CROSSING MV-1B-B03

PLANS PRINTED AS 11x17 ARE HALF SCALE

SCALE

SHEET NUMBER
C1.02

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EXISTING LEGEND

- PROJECT BOUNDARY
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- CULTURAL AREA
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SCALE 1"=15'
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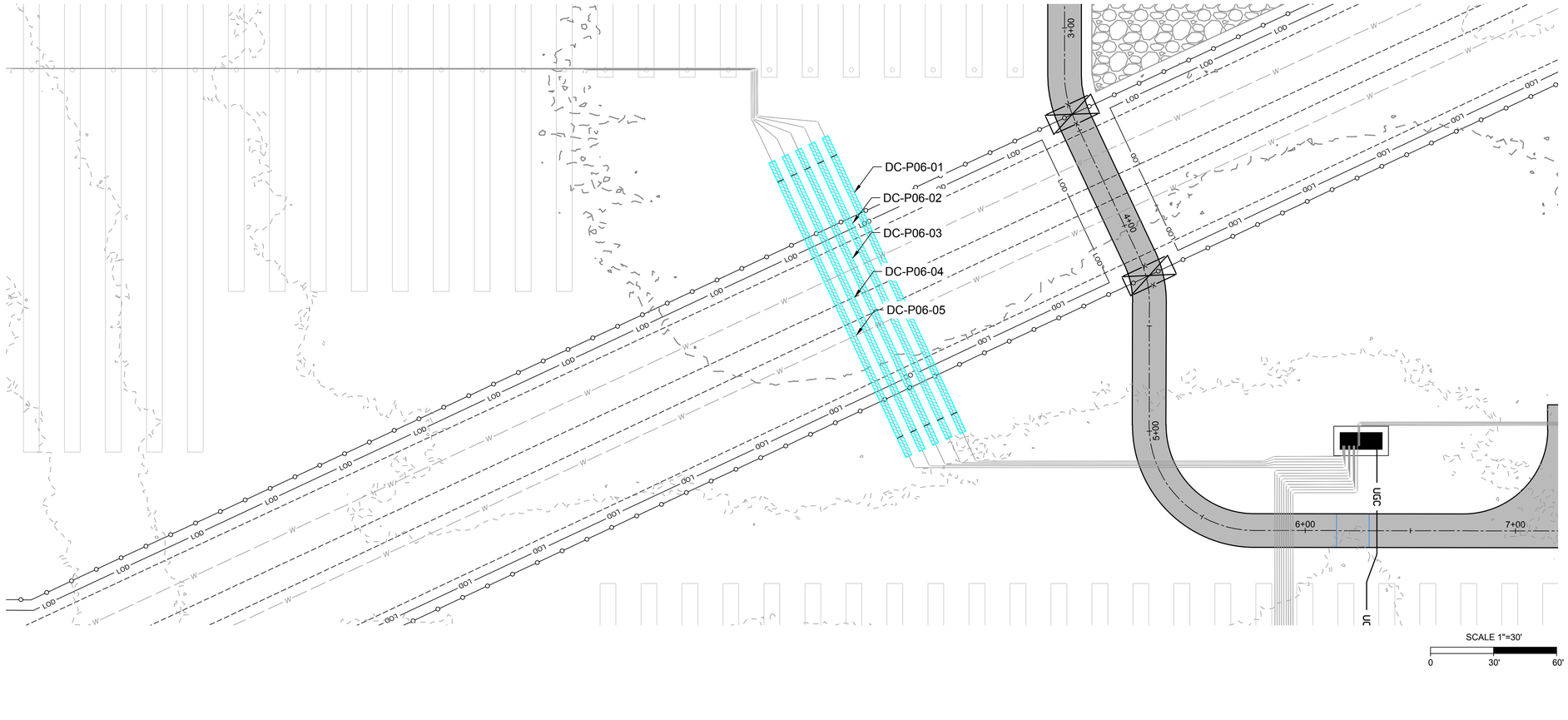
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PLANS PRINTED AS 11x17 ARE HALF SCALE

SCALE

SHEET NUMBER
C1.03

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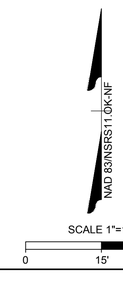
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- LOD — LIMITS OF DISTURBANCE



SCALE 1"=15'
0
15'
30'

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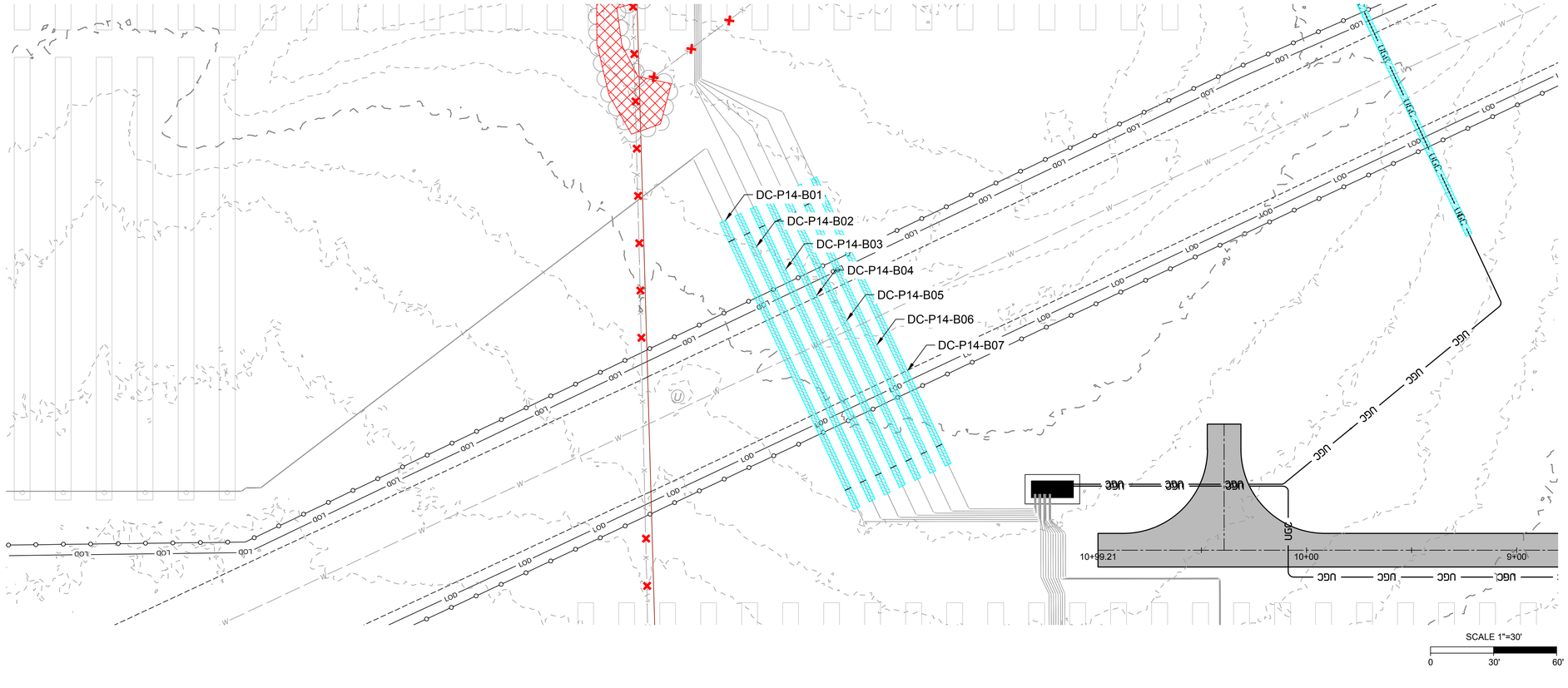
CITY OF BROKEN ARROW WATER EASEMENT CROSSING DC-P06-B01

PLANS PRINTED AS 11x17 ARE HALF SCALE

SCALE

SHEET NUMBER
C1.04

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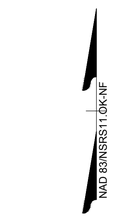
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0 15' 30'

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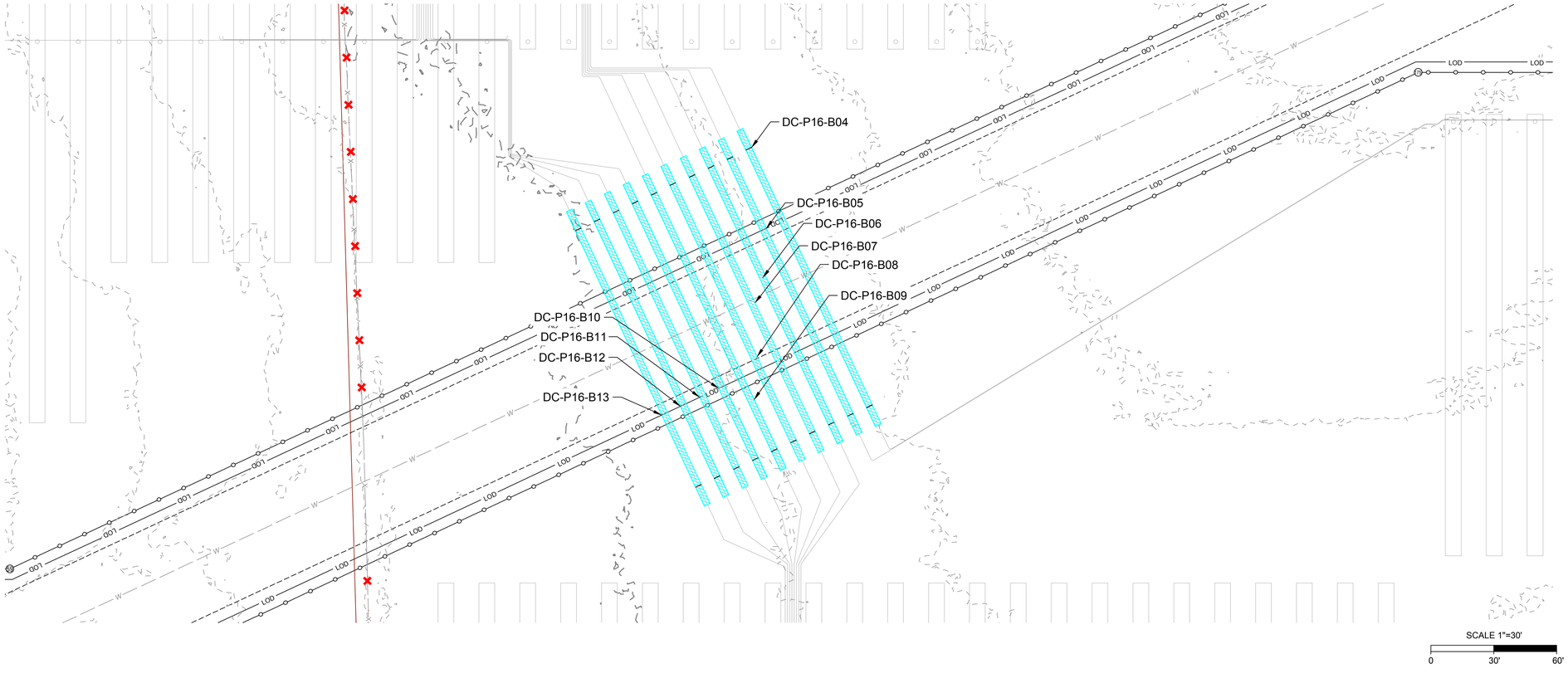
CITY OF BROKEN ARROW WATER EASEMENT CROSSING DC-P14-B01

PLANS PRINTED AS 11x17 ARE HALF SCALE

SCALE

SHEET NUMBER
C1.09

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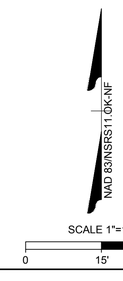
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SCALE 1"=15'
0 15' 30'

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CLIENT
IEA CONSTRUCTORS a MasTec company

PROJECT NAME & ADDRESS
MAYES SOLAR
MAYES COUNTY, OKLAHOMA

DATE
03/04/2026
PROJECT NUMBER
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REVISIONS

#	MM/DD/YY	DESCRIPTION
1	03/04/2026	UTILITY CROSSING EXHIBIT

DRAWING DESCRIPTION
CITY OF BROKEN ARROW WATER EASEMENT CROSSING DC-P16-B04

PLANS PRINTED AS 11x17 ARE HALF SCALE
SCALE
SHEET NUMBER
C1.16

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AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HOLLOWAY, UPDIKE AND BELLEN, INC.

PROJECT NAME: DRESSER RAND LIFT STATION REHABILITATION
PROJECT NO. S.26020

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of _____ 2026, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and Holloway, Updike and Bellen, Inc., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an AGREEMENT dated January 20th, 2026 "ORIGINAL AGREEMENT" for services as set forth in said AGREEMENT; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for improvements to the Dresser Rand Lift Station at 20600 E. 81st Street, Broken Arrow, OK.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to reduce the project scope and compensation by removing gravity sewer and force main construction from the project and reducing the proposed capacity of Dresser Rand Lift Station to 100 gpm; and

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 1 shall hereinafter collectively be referred to as the "AGREEMENT"; and

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

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

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

1. PROJECT SCOPE.
This Amendment requires CONSULTANT to reduce the project scope by removing design for the replacing the Dresser Rand Lift Station force main and upsizing downstream gravity sewer. The Amendment also reduces the design capacity of the Dresser Rand Lift Station to 100 gpm.

2. CHANGE IN AGREEMENT AMOUNT.
As compensation for the reduction in scope, OWNER shall pay CONSULTANT in accordance with the terms as a change in the AGREEMENT amount (as detailed in Attachment C-1);

Original AGREEMENT Amount executed January 20, 2026	$206,000.00
Amendment No. 1 (Reduction to Original A/E)	$-106,000.00
Revised Total AGREEMENT Amount	$100,000.00

3. AMENDED PROJECT SCHEDULE
The schedule for Amendment No. 1 is 150 days from Notice to Proceed (as detailed in Attachment E-1).

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.
This Amendment No. 1 is effective upon signature of both parties.

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

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

OWNER:
Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

CONSULTANT:
Holloway, Updike and Bellen, Inc.

By: _____
Stephen Tolar, P.E., S.E., President

Date: 4-28-2026

(CORPORATE SEAL, IF APPLICABLE)

HOLLOWAY, UPDIKE & BELLEN, INC. CORPORATE SEAL OKLAHOMA

Attest: _____
Tiffany Hilton, Assistant-Secretary

Date: 4/28/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 28th day of April, 2026, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Holloway, Updike and Bellen, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

10/01/28

TIFFANY HILTON NOTARY PUBLIC #04008955 EXP. 10-01-2028 STATE OF OKLAHOMA

Tiffany Hilton

Notary Public

ATTACHMENT C-1

TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)
FOR
DRESSER RAND LIFT STATION REHABILITATION
PROJECT NO. S.26020

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described and shall be made a part of the AGREEMENT dated the ___ day of _____, 2026.

1.0 BASIC COMPENSATION

The basic compensation for the 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 FACT Engineering Report: The OWNER shall pay the CONSULTANT a lump sum amount of $8,000.00 for the completion of the Engineering Report. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $41,000.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $35,000.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Bid Assistance Phase: The OWNER shall pay the CONSULTANT NTE amount of $5,000.00 for the completion of the Bid Assistance Phase Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.5 Construction Services Phase: The OWNER shall pay the CONSULTANT NTE amount of $5,000.00 for the completion of the Construction Phase Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.6 Record Drawing Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $6,000.00 for preparation of record drawings in electronic media (AutoCAD 2025 or earlier version) and PDF format.

1.7 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,

2026 for architectural / engineering services.

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the 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 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 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 E-1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY(OWNER)
AND
HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)
FOR
DRESSER RAND LIFT STATION REHABILITATION
PROJECT NO. S.26020

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the___day of _____, 2026.

1.0 PRELIMINARY DESIGN PHASE:

1.1 Notice to Proceed: May 6, 2026
1.2 Prepare FACT Engineering Report: May 6 – July 15, 2026
1.3 Submit FACT Engineering Report: July 16, 2026
1.4 OWNER Review of FACT Engineering Report: July 17 – July 31, 2026
1.5 Prepare Preliminary Plans, Preliminary Technical Specifications, Right-of-Way/Easement Documents if needed, and Preliminary Construction Cost Estimate: May 6 – July 22, 2026
1.6 Submit Preliminary Plans Preliminary Technical Specifications, Right-of-Way/Easement Documents if needed, and Preliminary Construction Cost Estimate: July 23, 2026
1.7 OWNER Review: July 27 – August 10, 2026

2.0 FINAL DESIGN PHASE:

2.1 Notice to Proceed: August 11, 2026
2.2 Prepare final plans and specifications: August 11 – November 3, 2026
2.3 Prepare final cost estimate: August 11 – November 3, 2026
2.7 Submit final plans, specifications & cost estimate: November 4, 2026
2.8 OWNER Review: November 4 – November 18, 2026
2.9 Prepare bid documents (plans and specifications): November 19 – December 10, 2026
2.10 Submit bid documents: December 11, 2026

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