



City of Broken Arrow
Meeting Agenda
Broken Arrow City Council

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

Tuesday, October 21, 2025

6:30 PM

Council Chambers
220 South 1st Street
Broken Arrow, OK

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

- A. [25-25](#) Approval of the City Council Minutes of October 07, 2025
- B. [25-1495](#) Acceptance of Planning Commission meeting minutes of September 25, 2025
- C. [25-1297](#) Approval of and authorization to execute a Proclamation declaring November 1, 2025, as “Extra Mile Day” in Broken Arrow
- D. [25-1448](#) Approval of and authorization to execute a professional services contract with Family and Children’s Services, Inc. to provide case management staffing for the Broken Arrow Fire Department Carelink Navigator Program
- E. [25-1447](#) Approval of and authorization to execute Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for South Aspen Avenue and East Tucson Street (Project Number ST2031)
- F. [25-1461](#) Approval of and authorization to execute an addendum to Order Form: HPA and Run-Out Services Agreement with Personify Health with an effective date of January 1, 2026
- G. [25-1460](#) Approval of and authorization to execute necessary documents with Tokio Marine HCC (HCC Life Insurance Company) to provide Stop Loss coverage for January 1, 2026 through December 31, 2026

- H. [25-1442](#) Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000 or less
- I. [25-1361](#) Approval of and authorization to donate a quantity of decommissioned office phones to a nonprofit information technology organization that specializes in providing information technology for other nonprofits
- J. [25-1471](#) Approval of and authorization to purchase loose equipment for two fire apparatus from various listed vendors, pursuant to the Oklahoma State Contract, HGAC, and Sourcewell buying groups
- K. [25-1440](#) Approval of and authorization to purchase one BMW motorcycle for the Police Department traffic division from Eurotek BMW
- L. [25-1441](#) Approval of and authorization to purchase one 2026 Ford Transit T350 Van from Vance Country Ford pursuant to state contract No. SW035
- M. [25-1443](#) Approval of and authorization to purchase one (1) Ford Explorer and (1) Ford Escape from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the City Hall Vehicle Motor Pool
- N. [25-1456](#) Approval of and authorization to purchase one (1) Ford Expedition from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Engineering Department
- O. [25-1388](#) Approval of and authorization to award bid No. 25.181 for elevator maintenance at the Broken Arrow Historical Museum to American Elevator Solutions, LLC
- P. [25-1438](#) Approval of and authorization to execute Resolution No. 1709 ratifying, authorizing, and affirming payment in full of a Judgment entered in case no. CJ-2025-3964, filed in the District Court of Tulsa County, Oklahoma, from surplus monies in the City's Sinking Fund
- Q. [25-1478](#) Approval of and authorization to execute Resolution No. 1710, a Resolution authorizing the take off and landing of a helicopter at Broken Arrow's Veterans Park on Saturday, November 1, 2025
- R. [25-1463](#) Approval of and authorization to execute Resolution No. 1713, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 5.0 and 5.1 consisting of 3,333 square feet and 345 square feet, respectively, of permanent right-of-way located at 10132 South 177th East Avenue in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Rose Graham Properties, LLC, an Oklahoma limited liability company, the owner, for the 9th Street widening from New Orleans Street to Washington Street, Parcels 5.0 and 5.1 (Project No. ST23280)

- S. [25-1467](#) Approval of and authorization to execute Resolution No. 1714, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 32.0, consisting of 2,641 square feet of permanent Right-of-Way located at 17810 East 101st Street South in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Judy Ann Spraker f/k/a Judy Ann Whited, the owner, and authorization of payment in the amount of \$11,890.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 32.0 (Project No. ST23280)
- T. [25-1466](#) Approval of and authorization to execute an Easement for Facilities by and between the City of Broken Arrow, Oklahoma, and Oklahoma Natural Gas Company, a Division of ONE GAS, Inc., an Oklahoma Corporation for a permanent easement, generally located southwest of the intersection of West Tucson Street and South Aspen Avenue in Broken Arrow, Tulsa County, Oklahoma for the Aspen Widening - Shreveport to Tucson (Project #ST2031)
- U. [25-1470](#) Acceptance of a Temporary Construction Easement for Parcel 16.1, consisting of 1,730 square feet, located at 4455 South 209th East Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Mary Than, as Trustee of The Mary Than Living Trust, U/A dated June 1, 2024, and authorization of payment in the amount of \$300.00 for the 37th Street Roadway Widening from Omaha St to Dearborn St, Parcel 16.1 (Project No. ST21390)
- V. [25-1464](#) Acceptance of a Utility Easement and a Temporary Construction Easement from Kelsey Partners, LLC, a Texas limited liability company, the owner, on property generally located northeast of Highway 51 and west of the Creek Turnpike in Broken Arrow, Oklahoma, located in the west half of Section 17, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Highway 51 North Sewer Extension from Blue Bell Creameries to East Washington Street, Parcels 1.1 and 1.A (Project No. S.25080)
- W. [25-1465](#) Acceptance of a Utility Easement and a Temporary Construction Easement from Corey Joe Hamilton and Stephanie Hamilton, the owners, on property located at 7601 South Juniper Place in Broken Arrow, Oklahoma, located in the Southeast Quarter of Section 3, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the Elm Creek Trunk Line Replacement, Parcel 23.1 and 23.A (Project No. S.1606)
- X. [25-1481](#) Approval of and authorization of Final Acceptance for the public improvements at Artesia II at Forest Ridge located at East Elgin Street and North 89th Street

- Y. [25-1482](#) Approval of and authorization of Final Acceptance for the public improvements at Broken Arrow Public Schools Transportation Hub located at 301 West New Orleans Street
- Z. [25-1483](#) Approval of and authorization of Final Acceptance for the public improvements at Centennial Crossing Townhouses located at 3405 North 1st Street
- AA. [25-1485](#) Approval of and authorization of Final Acceptance for the public improvements at Dr. Lahari Dental Office located at 1701 West Yakima Street
- AB. [25-1484](#) Approval of and authorization of Final Acceptance for the public improvements at Elm Creek located at East 121st Street and South Elm Place
- AC. [25-1486](#) Approval of and authorization of Final Acceptance for the public improvements at Sunset Amphitheater located at 2745 South 38th Street
- AD. [25-1487](#) Approval of and authorization of Final Acceptance for the public improvements at Trader Joe's located at 1525 East Hillside Drive
- AE. [25-1488](#) Approval of and authorization of Final Acceptance for the public improvements at Twin Creek Dominos located at 3450 West Houston Street
- AF. [25-1472](#) Ratification of the Claims List Check Register Dated October 13, 2025

6. Consideration of Items Removed from Consent Agenda

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

- A. [25-1454](#) Presentation of the results of the micro-survey about the Potential Proposition to Fund Improvements to Public Sports Facilities in Broken Arrow
- B. [25-278](#) Update on the 2026 General Obligation Bond Package

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

9. General Council Business

- A. [25-1395](#) Consideration, discussion, and possible approval of one voting delegate and one alternate voting delegate for the National League of Cities Annual Business Meeting held on Saturday, November 22, 2025
- B. [25-1496](#) Consideration, discussion, and possible appointment of two Council members for a subcommittee on the project Municipal Services Administration Building (Project No. 2417170)

- C. [25-1457](#) Consideration, discussion, and possible approval of Resolution No. 1711, a Resolution fixing the amount of General Obligation Bonds, Series 2025A to mature each year; fixing the time and place the bonds are to be sold; designating a Paying Agent/Registrar and Disclosure Counsel; approving the Preliminary Official Statement and distribution thereof; and authorizing the Clerk to give notice of said sale as required by law and fixing other details of the issue
- D. [25-1458](#) Consideration, discussion, and possible approval of Resolution No. 1712, a Resolution fixing the amount of General Obligation Bonds, Series 2025B to mature each year; fixing the time and place the bonds are to be sold; designating a Paying Agent/Registrar and Disclosure Counsel; approving the Preliminary Official Statement and distribution thereof; and authorizing the Clerk to give notice of said sale as required by law and fixing other details of the issue
- E. [25-1479](#) Consideration, discussion and possible direction regarding the of definition of “meeting” and its application to City Council activities and communications
- F. [25-1480](#) Consideration, discussion and possible direction regarding policies and fees related to broadband service providers operating within the City
- G. [25-1475](#) Consideration, discussion, and possible approval of and authorization to execute of a Professional Services Agreement with Broken Arrow Film Festival, LLC for the Broken Arrow Film Festival and Convention to be held in 2026
- H. [25-1476](#) Consideration, discussion, and possible approval of a film and hotel incentive rebate in an amount not to exceed \$53,750
- I. [25-1412](#) Consideration, discussion, and possible action regarding COMP-002330-2025 (Comprehensive Plan Change), 520 E Washington St, 2.42 acres, Level 3 to Level 4, located on the northwest corner of Washington Street (91st Street) and 9th Street (Lynn Lane)

10. Preview Ordinances

- A. [25-1493](#) Consideration, discussion, and possible preview of Ordinance No. 3895 closing an easement from Oakmont Hills, LLC, on property located one-quarter mile north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE-001742-2024)

- B. [25-1494](#) Consideration, discussion, and possible preview of Ordinance No. 3896 closing an easement from Oakmont Hills, LLC, on property located north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE-001743-2024)

11. Ordinances

- A. [25-1490](#) Consideration, discussion and possible adoption of Ordinance No. 3894, an amendment to Broken Arrow Code of Ordinances, Section 7-12 to align mobile food vendor regulations with state law by recognizing state licenses, setting a five-business-day local recognition period, permitting limited residential operation, adopting an all-weather surface requirement, and updating related fees, inspections, and safety provisions; and declaring an emergency
- B. [25-1491](#) Consideration, discussion, and possible approval of an emergency measure for Ordinance 3894; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
- C. [25-1505](#) Consideration, discussion, and possible adoption of Ordinance No. 3898, to be codified, creating Article XVI, Broken Arrow Downtown Master Plan Advisory Committee, Section 2-230, created, Section 2-231, Appointments, Section 2-232, Removal of Office, Section 2-233, Organization, Section 2-234, Duties, specifically establishing the Broken Arrow Downtown Master Plan Advisory Committee, repealing all ordinances to the contrary; and declaring an emergency
- D. [25-1506](#) Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3898; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
- E. [25-1492](#) Consideration, discussion and possible adoption of Ordinance No. 3897, an amendment to Broken Arrow Code of Ordinances, Chapter 2 - Administration, Article I, Section 2-17 - Authorizing Municipal Elected Officials and Municipal Judges to Carry Concealed Firearms for Self-Defense pursuant to the Municipal Carry Act

12. Remarks and Inquiries by Governing Body Members

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

14. Executive Session - NONE

15. Adjournment

NOTICE:

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

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

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

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

21 O.S. Section 280 provides the following:

A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business or the business of any political subdivision, which includes publicly posted meetings, or any agency operations or any employee, agent, official or representative of the state or political subdivision.

B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials or any political subdivision or its employees, agents or representatives or used in any manner to conduct state business or any political subdivision's business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel.

C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment.

D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

A paper copy of this agenda is available upon request.

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

City Clerk



City of Broken Arrow

Request for Action

File #: 25-25, Version: 1

**Broken Arrow City Council
Meeting of: 10-21-2025**

Title:

Approval of the City Council Minutes of October 07, 2025

Background:

Minutes recorded for the City Council Meeting.

Cost:

Approximately \$58

Funding Source:

City Clerk Operational Fund

Requested By:

City Clerk's Office

Approved By:

City Manager's Office

Attachments:

October 07, 2025 City Council Minutes

Recommendation:

Approve the minutes of the October 07, 2025 City Council Meeting.



City of Broken Arrow

Minutes

City Council Meeting

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

City Hall
220 S 1st Street
Broken Arrow OK
74012

Tuesday, October 7, 2025

Time 6:30 p.m.

Council Chambers

1. Call to Order

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

2. Invocation

Pastor Scott Moore led the Invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Council Member Justin Green.

5. Consideration of Consent Agenda

- A. 25-24 Approval of the City Council Minutes of September 16, 2025
- B. 25-1386 Acceptance of Planning Commission meeting minutes of August 28, 2025
- C. 25-1387 Acceptance of Planning Commission meeting minutes of September 11, 2025
- D. 25-1393 Approval of the FY '24 audit and authorization to publish a Notice of Availability of Annual Audit for Fiscal Year 2023-2024
- E. 25-1433 Approval of and authorization to execute Budget Amendment Number 8 for Fiscal Year 2026
- F. 25-1368 Approval of and authorization to execute Resolution No. 1707, a Resolution ratifying, authorizing, affirming approval of and participation in settlements with Purdue Pharma LP, Members of the Sackler Family, Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior, Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals
- G. 25-1416 Approval of and authorization to execute Resolution No. 1708, a Resolution confirming the supplementation and publication of the City of Broken Arrow's Code of Ordinances
- H. 25-1431 Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY '25 financial statements for year ending June 2025
- I. 25-1421 Approval of and authorization to execute an engagement letter with Crawford & Associates for fiscal year 2025-2026
- J. 25-1380 Approval of and authorization to execute a Promotional License between Ice Challenge Enterprises, LLC, and the City of Broken Arrow for the installation and operation of an outdoor holiday ice rink at the Rose District Pavilion
- K. 25-1389 Approval of and authorization to execute project supplemental and modification agreement between the Oklahoma Department of Transportation and the City of Broken Arrow for the design of the Broken Arrow: Sidewalk/Sidepath & HAWK Beacons @ Pittsburg Street and Elm Street, Washington Street and Juniper Avenue, and New Orleans Street and Oak Avenue, Project No. TAP-272F(362)IG, J/P No. 35445(04)(05) (Project No. ST22300)
- L. 25-1346 Ratification of the Police Department's application and agreement for the FY '26 Oklahoma Highway Safety Office (OHSO) Enforcement Grant
- M. 25-1347 Ratification of the Police Department's application and agreement for the FY '26 Oklahoma Highway Safety Office (OHSO) Motorcycle Grant
- N. 25-1273 Approval of and authorization to execute Agreement for Professional Consultant Services with Professional Engineering Consultants, P.A. for the Aspen Avenue Rehabilitation from Kenosha Street to the Broken Arrow Expressway (Project Number ST24190)
- O. 25-1335 Approval of and authorization to execute Professional Consultant Agreement with Professional Engineering Consultants, P.A (PEC) for the construction documents of the

- Field Service Locker Room Renovation (2617120)
- P. 25-1396 Approval of and authorization to execute a Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Amateur Basketball Association, Incorporated
 - Q. 25-1322 Approval of and authorization to declare two (2) Stalker Dual Radars with antennas for surplus and authorize donation to the Tulsa Airport Improvements Trust
 - R. 25-1353 Approval of and authorization to purchase one (1) ¾ Ton Crew Cab Truck, from Carter Chevrolet, pursuant to the State of Oklahoma contract, category No. 25101507 Item No. 1000009355
 - S. 25-1341 Approval of and authorization for the purchase and installation of synthetic turf for Vandever Park Playground from Happy Playgrounds, LLC, pursuant of the PlayPower Sourcewell purchasing contract No. 010521 for the Parks Department
 - T. 25-1354 Approval of and authorization to purchase one (1) 1-ton Service Truck, from Vance Chevrolet, pursuant to the Oklahoma State Contract
 - U. 25-1424 Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department
 - V. 25-1403 Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department
 - W. 25-1405 Approval of and authorization to purchase one (1) Ford F-150 4X4 crew cab pickup from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department
 - X. 25-1357 Approval of and authorization to purchase two hundred (200) tons of raw Portland cement for project ST24270 (209th East Avenue from 101st Street to 111th Street) from Ash Grove
 - Y. 25-1369 Award of the most advantageous bid No. 26.109 to rebuild the Crawford C-1000P Incinerator to Burnz-Well Inc. for the Broken Arrow Animal Shelter
 - Z. 25-1334 Approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction Inc., a construction contract for the Portland Cement Concrete Street Repairs Project
 - AA. 25-1333 Approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction Inc., a construction contract for the Ridgeway Heights Residential Streets Concrete Panel Replacement, a project located northeast of Kenosha Street and Midway Road (Project No. ST24080)
 - AB. 25-1332 Approval of and authorization to award the lowest responsible bid to Cherokee Pride Construction Inc., and approve the execution of a construction contract for the Bristol Ponds Stormwater Improvements Project (SW25080)
 - AC. 25-1336 Approval of and authorization to award to the lowest bidder, Grade Line Construction, LLC, a construction contract for the Wedgewood Residential Streets Concrete Panel Replacement, a project located south of West Houston Street and east of South Aspen Avenue (Project No. ST22100)
 - AD. 25-1397 Approval of and authorization to execute Change Order No. 5 with Ascend Commercial Builders for the Broken Arrow Public Works Field Office Project (2217090)
 - AE. 25-1382 Approval of and authorization to execute the Change Order No. 1 with Cherokee Pride Construction, Inc. for the Brentwood Drainage Improvements (2453170)
 - AF. 25-1429 Approval of and authorization to execute Change Order No. 3 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex Fire Department Annex Building project (191711)
 - AG. 25-1407 Approval of and authorization to execute a construction variance for Eller & Detrich at the Adams Creek Town Center Development
 - AH. 25-1229 Approval of and authorization to execute Resolution No. 1697, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 1.0 consisting of 8,333 square feet of permanent Right-of-Way and Acceptance of a Utility Easement for Parcel 1.1 consisting of 5,775 square feet of Utility Easement located at 10202 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Michael Graham McGee and Agnes Louise McGee, Trustees of the Michael and Agnes McGee Revocable Trust, dated May 9, 2019, the owner, for the 9th Street widening from New Orleans Street to Washington Street, Parcels 1.0 and 1.1 (Project No. ST23280)
 - AI. 25-1352 Approval of and authorization to execute Resolution No. 1706 a Resolution authorizing acceptance of a General Warranty Deed for Parcel 18.0, consisting of 1,977 square feet of permanent Right-of-Way located at 4153 South 209th East Avenue in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Aaron Villa for the 37th Street Roadway Widening from Omaha Street to Dearborn Street (Project No. ST21390)
 - AJ. 25-1381 Approval of a modification to Section 5.1.a.1 of the Land Subdivision Code for 21141 E. 46th Street, 5 acres, 1 lot to 4 lots, RMH (Residential Mobile Home), one-half mile south of Dearborn Street (41st Street), one-quarter mile east of 37th Street (209th E. Avenue)
 - AK. 25-1331 Approval of BAZ-002232-2025 (Rezoning), 2001 Angus Drive, approximately 0.76 acres, RS (Single Family Residential) to ON (Office Neighborhood), located south of the southeast corner of Kenosha Street (71st Street) and 23rd Street (193rd E.

- Avenue/County Line Road)
- AL. 25-1378 Approval of COMP-002347-2025 (Comprehensive Plan Change), SWC Kenosha & Oneta, 7.5 acres, Level 4 to Level 6, located at the southwest corner of Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)
- AM. 25-1376 Approval of PT-002389-2025|PR-000234-2023, Conditional Final Plat, The Cottages at Battle Creek East, approximately 20.45 acres, 89 Lots, CG (Commercial General)/PUD (Planned Unit Development) 94 to RS-P (Single Family Residential - Preservation)/PUD-94Y via BAZ-2087, located one-quarter mile north of Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue)
- AN. 25-1377 Approval of SP-002329-2025 (Specific Use Permit), Kenosha and County Line Cell Tower, 8.16 acres, CH (Commercial Heavy), northwest corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road)
- AO. 25-1373 Acceptance of a Temporary Construction Easement for Parcel 1. A, consisting of 45,545 square feet, located on the east side of Millicent Pond II, south of West Houston Street and east of South Olive Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 16, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Kyle E. Hunt, Co-Trustee of the Kyle E. & Rebecca Carol Hunt Revocable Trust, DTD. August 4, 2004, for the Millicent Pond II Drainage Improvements, Parcel 1.A (Project No. SW26120)
- AP. 25-1418 Acceptance of a Temporary Construction Easement for Parcel 16.1, consisting of 1,730 square feet, located at 4455 South 209th East Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Mary Than, as Trustee of The Mary Than Living Trust, U/A dated June 1, 2024, and authorization of payment in the amount of \$300.00 for the 37th Street Roadway Widening from Omaha St to Dearborn St, Parcel 16.1 (Project No. ST21390)
- AQ. 25-1355 Acceptance of a Temporary Construction Easement for Parcel 26.A, consisting of 836 square feet, located at 2401 South 9th Street in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Oklahoma Military Department for the 9th Street Roadway Improvements- New Orleans Street to Washington Street, Parcel 26.A (Project No. ST23280)
- AR. 25-1398 Acceptance of a Utility Easement from Margaret Couch Scraper, on property located on the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002391-2025)
- AS. 25-1399 Acceptance of a Utility Easement from Eagle 1 Investments by Dave Cocolin, on property located one-sixth mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E Avenue / County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002234-2025)
- AT. 25-1400 Acceptance of a Utility Easement from Eagle 1 Investments by Dave Cocolin, on property located one-sixth mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E Avenue / County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002235-2025)
- AU. 25-1232 Acceptance of a Utility Easement for Parcel 5.1 consisting of 2,310 square feet of Utility Easement located at 10132 South 177th East Avenue in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Rose Graham Properties, LLC, an Oklahoma limited liability company, the owner, for the 9th Street widening from New Orleans Street to Washington Street, Parcel 5.1 (Project No. ST23280)
- AV. 25-1419 Acceptance of a Utility Easement for Parcel 27, consisting of 2,128.48 square feet of property located at 9625 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from Jessica Cheyenne Cantwell and Colton Blake Cantwell, and authorization of payment in the amount of \$8,490.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcel 27.0 (Project No. 2154250)
- AW. 25-1390 Ratification of the Claims List Check Register Dated September 29, 2025

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

Move to Approve Consent Agenda minus Items AL, AM, AP

The motion carried by the following vote:

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

6. Consideration of Items Removed from Consent Agenda

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

Jose Jimenez, Planner II, presented Item 25-1378, Comp 002347 is a request to amend the comprehensive plan from Level 4 to Level 6 for 7.5 acres on the southwest corner. The property is currently zoned Level 4 and Commercial General, but the applicant seeks rezoning to Commercial Heavy to utilize its more lenient frontage requirements for future development.

Council Member Johnnie Parks emphasized that comprehensive plan changes should always appear on the regular agenda, not the consent agenda, noting that a past mistake prompted this policy. He commended the staff for properly listing it as an agenda item. Council Member Lisa Ford asked for clarification, and Council Member Parks explained that comp plan amendments are more significant than zoning changes because they alter the guiding plan for an area and should always be discussed publicly. Staff confirmed that such items will continue to be handled this way.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 25-1378 COMP-002347-2025 (Comprehensive Plan Change), SWC Kenosha & Oneta, 7.5 acres, Level 4 to Level 6, located at the southwest corner of Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)

The motion carried by the following vote:

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

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

Jose Jimenez, Planner II, presented Item 25-1376, PT-002389-2025, known as the Cottages at Battle Creek East, which covers about 20.45 acres with 89 lots. The property was previously under PUD-94 with Commercial General zoning and is being changed to RSP (Single-Family Residential Preservation), one of the city's new zoning districts. This designation requires specific amounts of open and green space, making this one of the first developments in Broken Arrow to apply those standards. The Planning Commission recommended approval.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Item 25-1376 PT-002389-2025|PR-000234-2023, Conditional Final Plat, The Cottages at Battle Creek East, approximately 20.45 acres, 89 Lots, CG (Commercial General)/PUD (Planned Unit Development) 94 to RS-P (Single Family Residential - Preservation)/PUD-94Y via BAZ-2087, located one-quarter mile north of Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue)

The motion carried by the following vote:

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

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

Charlie Bright, Director of Engineering and Construction, presented Item 25-1418. He would leave the item on the agenda but requested that no action be taken on it. Although the property owner had signed all necessary documents and agreed to the terms, they later expressed confusion about what they had signed—particularly the difference between a temporary construction easement and a permanent right-of-way. To ensure clarity and maintain good relations, the staff decided to delay approval, revisit the issue with the property owner, and bring it back at a future council meeting.

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

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

Lori Hill, Tourism Director, presented Item 25-1394. The history and purpose of the Broken Arrow Youth City Council, founded 24 years ago by former Mayor Wade McCaleb. The program engages local students in civic initiatives, promoting leadership, volunteerism, and participation in local government. With nearly a quarter of the city's population under 18, it aims to give youth a voice in decision-making and public service. Vice Mayor Johnnie Parks and Council Member Justin Green serve as program co-sponsors, with Michael Godefrin as co-coordinator. Six new sophomores—Lindsey Cunningham, Alexis Foster, Kynlee Lang, Reid Makin, Clara Nantz, and Pranav Reddy—were introduced and sworn in to begin their three-year terms.

Rachel Fields administered the oath of office to the new Youth City Council members, leading them through their pledge to uphold the U.S. and Oklahoma constitutions and to serve faithfully in their roles. Councilor Green expressed enthusiasm for sponsoring the program, praising the students as some of the city's "best and brightest" and noting his excitement to learn from them as they engage with city leadership. Vice Mayor Parks echoed his remarks, emphasizing that

the entire council supports the program and that its purpose is to teach students about government while accommodating their demanding academic schedules. He noted the group meets about two hours a month to learn civic responsibility and contribute to community initiatives.

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

Amber Miller, Vice President of Economic Development, presented Item 25-1401, highlighting October as Manufacturing Month in Broken Arrow, celebrating the people, companies, and partnerships that have shaped the city's economy. Broken Arrow hosts more than 300 manufacturers in aerospace, energy, and advanced manufacturing, supporting over 11,000 jobs—about 11% of the local economy. Strong collaboration between industry and education sustains workforce development and attracts new investment. The presentation highlighted Zeeco's 200,000-square-foot expansion, CSI Aerospace's new role as anchor tenant in the Arrow Forge Innovation District, and Solar Turbines' continued investment and commitment to high-wage employment. The speaker thanked the City Council for its support, emphasizing that Broken Arrow's manufacturing strength continues to build both products and community.

Mayor Debra Wimpee read a proclamation declaring October 2025 as Manufacturing Month in Broken Arrow, recognizing the industry's role in shaping the city's economy and encouraging public engagement with modern manufacturing. The proclamation emphasized the innovation, career opportunities, and contributions of manufacturing to job creation and community growth. Mayor Wimpe highlighted that Broken Arrow ranks third in Oklahoma for manufacturing, with over 300 local companies producing advanced technology in clean, well-equipped facilities. She praised the city's manufacturers for their impressive work, noting they create everything from aerospace components to advanced industrial products. Councilor Lisa Ford thanked Amber for her dedication and passion for supporting local manufacturers, crediting her leadership for the success of the city's manufacturing initiatives.

C. 25-277 Update on the 2026 General Obligation Bond Package

Norm Stephens, Assistant City Manager of Administration, presented Item 25-277, which reported that three well-attended public hearings on the upcoming bond package had concluded successfully, with strong participation from residents of South Broken Arrow. Meeting results are being compiled for a forthcoming report. The administration's next step is to narrow down more than \$600 million in proposed projects to \$404 million, with recommendations expected later this month. A community survey on sports facilities is nearing completion and will be presented at the October 21 meeting, showing strong support so far for the temporary sales tax proposal. The City Council will finalize the bond package this fall, with plans to present the ordinance and call for a special election at the January 6, 2026, meeting, followed by immediate filing with the election board. Mr. Stephens credited City Manager Michael Spurgeon for the long-term planning timeline and commended Shannon Marshall and Charlie Bright for their outstanding work.

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

9. General Council Business

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

Shannon Marshall, Special Projects Division Manager, presented Item 25-1338, a recommendation to award a contract for the Streets and Stormwater Building renovation near the Justice Center. The project stems from the 2022 Space Needs Study, which proposed consolidating administrative offices for Streets and Stormwater, Utilities, Community Development, and IT. Working with Narrate Design, the city developed plans for expanded offices, workstations, conference rooms, and break areas to accommodate future growth. The project was bid in August, including several alternates for flexibility. Bids came in under budget, allowing the addition of a covered entry canopy and funding for contingencies and signage. The total recommended award is \$2,347,500 to Myers-Cherry Construction LLC as the lowest responsible bidder. Staff recommended approval.

The renovation project will consolidate several city divisions into the upgraded Streets and Stormwater Building. It will primarily house the administrative offices for the Utilities Department and the Streets and Stormwater Department, as well as Community Development's Neighborhood Engagement and Inspections Program, led by Joe Williford. The city's IT

Department, including its six-person GIS team, will also relocate to the facility. Plans include moving the Emergency Management Division, currently led by Jamie Ott, to the exact location.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks
Move to Approve Item 25-1338 authorization to award the lowest responsible bid to Myers-Cherry Construction, LLC, and approve and authorize execution of construction contract for Operations Center Administration Building Project (Project No. 2317210)

The motion carried by the following vote:

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

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

Shannon Marshall, Special Projects Division Manager, presented Item 25-1337, a proposed project that represents the second phase of the Events Park maintenance building, expanding on a structure currently under construction. Designed to support park operations for the Events Park, amphitheater, and Challenger complex, the new facility will provide storage for equipment and mowers, as well as a break area for maintenance staff working in the field. The contractor handling amphitheater infrastructure is completing the initial shell and site work. This phase covers the interior build-out, including offices, storage, a restroom, and a break room. Six bids were received, with Builders Unlimited submitting the lowest responsible bid. City staff recommended awarding the contract to Builders Unlimited for \$308,294, which includes a \$20,000 contingency allowance.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Item 25-1337 authorization to award the lowest responsible bid to Builders Unlimited, Inc., and approve and authorize execution of construction contract for Parks Maintenance Building Events Park Project (Project No. 2590140)

The motion carried by the following vote:

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

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

Makala Barton, Tourism Manager, presented Item 25-1344. The Visit Broken Arrow Board consists of nine members, including one City Council representative serving a two-year term. Council Member Lisa Ford's current term has concluded, and the council must now decide whether to reappoint her or select a new representative to serve on the board moving forward.

Council member Lisa Ford expressed her desire to remain on the board, as she enjoys the work.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks
Move to Approve nomination and appointment of a City Councilor, Lisa Ford, to the Visit Broken Arrow Board for a term expiring September 30, 2027

The motion carried by the following vote:

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

10. Preview Ordinances

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

Rachel Fields, Senior Civil Litigation Attorney, presented Item 25-1425, Ordinance No. 3894 was introduced as a revision to Section 7-12 of the Broken Arrow Code to align the city's mobile food truck licensing and permitting requirements with recent state legislative changes. The update ensures local regulations remain consistent with state law. Staff presented the ordinance for preview and recommended scheduling it for adoption at the next available City Council meeting.

The primary change under Ordinance No. 3894 is that the State of Oklahoma will now be responsible for permitting mobile food trucks. Once operators obtain a state permit, they can present it to the City of Broken Arrow to receive the local license and begin operating. The city's previous requirement for local code enforcement inspections has been eliminated, as all inspections and compliance reviews will now be conducted through the state's permitting process.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to set for adoption for Ordinance No. 3894, an amendment to Broken Arrow Code of Ordinances Section 7-12 to align mobile food vendor regulations with state law by recognizing state licenses, setting a five-business-day local recognition period, permitting limited residential operation, adopting an all-weather surface requirement, and updating related fees, inspections, and safety provisions; and declaring an emergency.
The motion carried by the following vote:

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

11. Ordinances

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

Rachel Fields, Senior Civil Litigation Attorney, presented Item 25-1410, Ordinance No. 3884 amends Section 5.1.5 of the city's zoning ordinance, allowing privately owned billboards to be erected on city-owned property. The City Council initially adopted the ordinance in August; however, since it modifies the zoning code, it was required to be reviewed by the Planning Commission. The Planning Commission considered the same ordinance and language on September 25 and voted in favor of it. The measure has now returned to the Council for formal adoption and publication.

MOTION: A motion was made by Lisa Ford, seconded by Johnny Parks
Move to Approve adoption of Ordinance No. 3884, an ordinance amending the Broken Arrow Code of Ordinances Appendix A - Zoning Ordinance, Section 5 - Signs, regarding off-premises signs on City-owned property, and declaring an emergency
The motion carried by the following vote:

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

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

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Item 25-1411C approval of an emergency measure for Ordinance No. 3884; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
The motion carried by the following vote:

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

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

Rachel Fields, Senior Civil Litigation Attorney, presented Item 25-1410 Ordinance No. 3888 amends Chapter 16 of the Broken Arrow Code of Ordinances by adding Section 16-50, making it illegal for any unauthorized individual to activate or attempt to activate the city's outdoor warning system. The ordinance was first previewed at the August 4 City Council meeting, accompanied by Jamie Ott, Emergency Management Director. Staff recommended adopting the ordinance, along with its emergency clause, to ensure immediate enforcement.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Ordinance No. 3888, An Ordinance amending the Broken Arrow Code of Ordinances, Chapter 16 - Offenses-Miscellaneous, Article II - Offenses Against Public Authority, creating Section 16-50, to make it unlawful to activate or attempt to activate an outdoor warning siren without proper authorization; providing for definitions, penalties, and exemptions; and declaring an emergency
The motion carried by the following vote:

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

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

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Item 25-1428, an emergency measure for Ordinance No. 3888; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Aye: 5

12. Remarks and Inquiries by Governing Body Members

Mayor Debra Wimpee announced that an Honor Flight of veterans would be returning to Tulsa International Airport around 8 p.m. after a trip to Washington, D.C., where they toured national monuments. The public was invited to join in welcoming them home. Additionally, the Rotary Car Show is scheduled for Saturday, coinciding with the OSU–Texas football game.

An upcoming Trash Bash and recycling event will take place on Saturday from 8 a.m. to noon, with details available on the city's website. Residents can bring paper for shredding, batteries, medications, and even ammunition for disposal. Councilor Ford also thanked Tourism & Economic Development Director Lori Hill and building maintenance for the new, correctly sized flag displays that enhance the Council Chambers.

"Trash Bash" is a recycling rally and city clean-up—not general trash drop-off—with optional paid e-waste disposal. The council promoted the free, family-friendly Safety Spooktacular on October 25 from 6–8 p.m. in the Rose District, the Veterans Day Parade on November 1 featuring an F-16 flyover and Black Hawks, and Broken Arrow Homecoming events (a pink-out football game on Friday and a parade in the Rose District on Thursday). Also highlighted the Rotary Club's Cool Girls Car Show, which will run in conjunction with the farmers' market, featuring over 200 cars, food trucks, raffles, and auctions. Council Member David Pickel, the Rotary president, will serve as the emcee.

13. Remarks and updates by City Manager, including Recognition of Recent Accomplishments by Employees and Elected Officials - None

14. Executive Session - NONE

15. Adjournment

The meeting was adjourned at approximately 7:14 p.m.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks
Move to Adjourn

Aye: 5 -

Mayor

City Clerk



City of Broken Arrow

Request for Action

File #: 25-1495, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Acceptance of Planning Commission meeting minutes of September 25, 2025

Background:

The minutes of the Planning Commission meeting held September 25, 2025 were approved by the Planning Commission on October 9, 2025.

Cost: Approximately \$93.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 09-25-2025 Planning Commission Minutes

Recommendation:

Accept minutes of Planning Commission meeting held September 25, 2025.



City of Broken Arrow

Minutes

Planning Commission

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

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

Thursday, September 25, 2025	5:30 p.m.	Council Chambers
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1. Call to Order

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

2. Roll Call

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

3. Old Business - NONE

4. Consideration of Consent Agenda

- A. 25-1350 Approval of Planning Commission meeting minutes of September 11, 2025
- B. 25-1351 Approval of PT-002389-2025|PR-000234-2023, Conditional Final Plat, The Cottages at Battle Creek East, approximately 20.45 acres, 89 lots, CG (Commercial General)/PUD (Planned Unit Development) 94 to RS-P (Single Family Residential - Preservation)/PUD-94Y via BAZ-2087, located one-quarter mile north of Albany Street (61st Street), one-half mile east of Aspen Avenue (145th E. Avenue)
- C. 25-1359 Approval of LOT-002380-2025, Creek 51 Business Park, 1 lot to 2 lots, 6.86 acres, PUD-204A, located approximately 1/4 mile west of 37th Street (209th Street) and 1/4 mile north of Washington Street (91st Street)

MOTION: A motion was made by Jason Coan, seconded by Jonathan Townsend
Move to Approve Consent Agenda

The motion carried by the following vote:

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

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings

- A. 25-1349 Public hearing, consideration, and possible action regarding COMP-002330-2025 (Comprehensive Plan Change), 520 E Washington St, 2.42 acres, Level 3 to Level 4, located on the northwest corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road / 145th E Avenue)

Jose Jimenez, Planner II, presented Item 25-1349, a public hearing on a request to amend the Comprehensive Plan for 2.42 acres at 520 East Washington Street, at the northwest corner of Washington and 9th Street, from Level 3 to Level 4. The change is sought to allow a future rezoning, with the applicant intending to request CN (Commercial Neighborhood) zoning if the amendment is approved. A Level 4 designation supports rezoning to Office Neighborhood, Commercial Neighborhood, or Commercial General districts under the Land Use Intensity System. The property is currently unplatted, with nearby uses including multifamily residential to the north, agricultural land to the east, a single-family and commercial neighborhood to the south, and single-family and agricultural land to the west. The updated zoning ordinance, which took effect on July 1, 2025, provides the applicable zoning framework. The site is not in a FEMA 100-year floodplain, and city water and sewer service are available. The applicant agrees with the proposal and is expected to attend.

Edna Osborne, a resident, addressed the council, expressing frustration that she feels she has little input but hopes code changes may help resolve drainage problems affecting her property. She described longstanding flooding and runoff issues stemming from nearby development, noting that earlier planning had underestimated the water flow in the area. Ms. Osborne argued

that poor grading and drainage have worsened conditions, impacting not only her property but also those of others near Branch Creek. She voiced concern about future commercial development and suggested an alternate entrance to separate her property from the Branch Creek neighborhood.

She also shared her involvement with Faithful Baptist Mission, which helps homeless individuals and veterans, and emphasized her personal commitment as the spouse of a veteran. Osborne further noted that utilities such as sewer, cable, and power lines run across her property, preventing her from using her backyard for nearly two decades. She alleged mistreatment by the Branch Creek neighborhood association president and felt excluded from advocacy efforts.

Commission members clarified that the matter at hand was only a comprehensive plan change from Level 3 to Level 4, not immediate construction, and that any drainage or zoning issues would require further review in future stages. They encouraged her to continue working with the city’s engineering department regarding drainage concerns. Ms. Osborne concluded by reiterating her frustrations but thanked the council for its attention and consideration.

Toby Lynn Robinson raised questions about the types of businesses that could be approved with the zoning change.

During the discussion with Ms. Robinson, commissioners explained that the request was only to change the comprehensive plan from Level 3 to Level 4, which opens the door for certain commercial uses but does not approve any specific business. They noted that most potential uses under the Commercial Neighborhood category include banks, restaurants without drive-throughs, offices, art galleries, museums, and medical offices—business types generally compatible with nearby neighborhoods. Concerns about medical marijuana or liquor stores were raised. Still, staff clarified that dispensaries would require a special permit and are restricted by distance from schools, while liquor stores and bars are not listed as permitted uses in this district. The change essentially aligns the property with the surrounding areas that are already designated Level 4. Staff offered to provide the complete list of allowable uses, and residents expressed relief that the zoning would not bring heavy industrial or disruptive uses.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne
Move to Approve Item 25-1349 action regarding COMP-002330-2025 (Comprehensive Plan Change), 520 E Washington St, 2.42 acres, Level 3 to Level 4, located on the northwest corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road / 145th E Avenue)

The motion carried by the following vote:

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

B. 25-1358 Public hearing, consideration, and possible action regarding SP-002329-2025 Cell Tower, 8.16 acres, CH (Commercial Heavy), located at the northwest corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road)

Mackenzie Hackett, Staff Planner, presented Item 25-1358, a request concerning a specific use permit for a 160-foot freestanding cell tower on an 8.16-acre parcel at the northwest corner of Kenosha Street and 23rd Street, where a 106,000-square-foot shopping center currently exists. The tower would be placed at the property’s northwest corner, with access provided by a 30-foot easement through the existing parking lot. While telecommunications towers are permitted in Commercial Heavy zoning, the ordinance limits their height to 120 feet, meaning taller structures require approval from both the Planning Commission and the City Council. The proposed tower exceeds that limit but is designed to host up to six antenna co-locations, more than the minimum required. Based on zoning regulations, the comprehensive plan, and surrounding land uses, staff recommends approval of the permit.

During the discussion, commissioners asked staff whether the proposed 160-foot cell tower, which allows multiple antenna co-locations, would provide any direct financial benefit to the city or community through fees. Staff explained that beyond standard application fees for swapping or adding antennas—which are minimal compared to the city budget—there is no significant financial incentive tied to the number of co-locations. It was noted that clarification on Broken Arrow’s approach was provided, but the explanation was not accepted. The chair then inquired whether the applicant was present.

Greg Farris, representing Tillman Infrastructure and AT&T, confirmed that they are constructing the proposed cell tower for AT&T. They agreed with the staff’s recommendation for approval and offered to present a complete overview or respond to any questions from the commission, depending on the commission’s preference.

Mr. Ferris confirmed that his presentation aligned with the staff’s recommendations. He noted that the tower would be a galvanized monopole rather than a camouflaged design, as “tree”

towers are less effective in the Midwest. Commissioners discussed decommissioning requirements, which mandate removal if a facility is abandoned for more than 18 months and is not supported by a bond. Landscaping and fencing were also addressed, with an eight-foot wood fence and evergreen buffering required; however, staff pointed out that the applicant’s initial drawings lacked full landscaping details.

The tower will be built to host up to six co-locations, exceeding the city’s requirement of four, and could also support microwave dishes. Commissioners raised questions about the tower’s appearance, its height comparison to other towers, and the possibility of conducting visual tests, such as using balloons or photo simulations. However, these are not required by local code. Mr. Ferris explained that AT&T determined the 160-foot height through technical coverage analysis and that Tillman, as a vertical real estate company, prioritizes flexible leasing for carriers.

If approved by the Planning Commission, the item would advance to City Council on October 7. Mr. Ferris explained that federal and state approvals, including environmental and historical clearances, take four to six months, after which soil testing and engineering work would follow. Construction would likely begin within nine to ten months of local approval, provided building permits are issued within the one-year timeframe required by the city.

MOTION: A motion was made by Jonathan Townsend, seconded by Jaylee Klempa
Move to Approve Item 25-1358 action regarding SP-002329-2025 Cell Tower, 8.16 acres, CH (Commercial Heavy), located at the northwest corner of Kenosha Street (71st Street) and 23rd Street (193rd E. Avenue/County Line Road)

The motion carried by the following vote:

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

C. 25-1360 **Public hearing, consideration, and possible action on a text amendment of the Broken Arrow Zoning Ordinance, specifically adding text to the “Off-Premises Sign” regulations in Section 5-1-5.G4.**

Jose Jimenez, Planner II, presented Item 25-1360, which concerns a proposed text amendment to the Broken Arrow Zoning Ordinance regarding off-premises sign regulations. The City Council previously amended these regulations in August 2025 to prohibit the installation of new billboards, except in limited cases. The latest amendment would create an exception allowing privately owned billboards on city-owned property, provided they are authorized through a valid lease approved by the City Council. Such billboards must meet all requirements for illumination, maintenance, and aesthetics. Although they may exceed normal height and size limits, any exceptions must be defined in the lease or by a council resolution. They must also comply with Oklahoma Department of Transportation standards. Because this is a zoning ordinance change, it requires a recommendation from the Planning Commission before approval by the Council. Staff recommends approval of the amendment.

During the discussion, commissioners sought clarification on whether the City Council had already passed the ordinance or was still under consideration. Staff explained that, although the Council had reviewed it, the city attorney had directed it to the Planning Commission first, so the language was misleading and should have stated “considered” rather than “passed.” It was also requested that clearer formatting be used in the future to distinguish new text from existing ordinance language, which staff agreed to provide.

Commissioners raised questions about how the amendment, which applies to city-owned property, relates to billboards along state highways. Staff explained that billboard placement on state-owned land is permitted directly by ODOT, independent of city approval, and subject to state regulations on lighting and display times. The amendment does not affect private property, as new billboards are already prohibited there; instead, it creates a narrow exception for city-owned land. Commissioners noted this also allows the City Council discretion to approve taller billboards than are usually permitted.

MOTION: A motion was made by Jaylee Klempa, seconded by Jonathan Townsend
Move to Approve Item 25-1360 action on a text amendment of the Broken Arrow Zoning Ordinance, specifically adding text to the “Off-Premises Sign” regulations in Section 5-1-5.G4.

The motion carried by the following vote:

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

D. 25-1362 **Public hearing, consideration, and possible action regarding COMP-002347-2025 (Comprehensive Plan Change), 7.5 acres, Level 4 to Level 6, located at the southwest corner of Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)**

Mackenzie Hackett, Staff Planner, presented Item 25-1362, a request that seeks to amend the comprehensive plan designation from Level 4 to Level 6 on 7.5 acres at the southwest corner

of Kenosha Street and Oneta Road. The property, currently unplatted, was mostly rezoned from Agricultural to Commercial General in 1980, with the remainder rezoned in early 2024. The applicant is pursuing the change to support a future rezoning from Commercial General to Commercial Heavy. Surrounding uses include vacant land, city-owned utility facilities, a fire station, and retail establishments such as Dollar General to the northwest, as well as unincorporated residential development to the south. The site is outside the 100-year floodplain and has access to city water and sanitary sewer services. Staff recommends COMP-002347-2025 be approved.

Mark Grubbs, the applicant’s representative from Grubbs Consulting, stated that they had reviewed the staff report, agreed with its findings, and supported the staff’s recommendation for approval. They explained that the primary issue with the current Commercial General zoning is the required 200-foot lot width. The only options to address this are to pursue a Planned Unit Development (PUD) or to rezone to Commercial Heavy. Staff advised against using a PUD in this case and recommended proceeding with the comprehensive plan amendment and Commercial Heavy rezoning instead. The applicant followed that guidance and formally requested approval, noting they were available to answer any questions.

During the discussion, staff clarified that the property had previously come before the commission for a rezoning of a portion from Agricultural to Commercial General, which created the current configuration. It was explained that the small L-shaped portion at the top left of the site had been agricultural before it was rezoned and incorporated into the rest of the property.

Commissioners asked whether improvements were planned for Bushnell Road, near the fire station, where vehicles often slide into a ditch during snow and ice. Mr. Grubbs said that no development was scheduled on that side, as it is used as a stormwater detention pond, but noted that the plan includes enhancing and maintaining it. Access for future growth would be provided from Kenosha Street and Oneta Road. Staff also clarified that a small “panhandle” section shown on the case map is right-of-way and not subject to the comprehensive plan change. Mr. Grubbs confirmed this was consistent with the submitted legal description.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa
Move to Approve Item 25-1362, action regarding COMP-002347-2025 (Comprehensive Plan Change), 7.5 acres, Level 4 to Level 6, located at the southwest corner of Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)

The motion carried by the following vote:

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

7. Appeals - NONE

8. General Commission Business

A. 25-1363 Approval of a modification to Section 5.1.a.1 of the Land Subdivision Code for 21141 E. 46th Street, 5 acres, 1 lot to 4 lots, one-half mile south of Dearborn Street (41st Street), one-quarter mile east of 37th Street (209th E. Avenue)

Mackenzie Hackett, Staff Planner, presented Item 25-1363. This request concerns a modification to Section 5.1.A.1 of the land subdivision code for a five-acre parcel at 21141 East 46th Street, located approximately half a mile south of Dearborn Street and a quarter mile east of 37th Street. The property, identified as Lot 8, Block 5 of Sun City 4, is currently zoned Residential Mobile Home.

The applicant has submitted a lot split creating four total lots. The subdivision code typically limits non-exempt lot splits to three lots; however, each proposed lot meets the zoning requirements of 50 feet of frontage and a minimum lot size of 2,000 square feet. Staff recommends approval of the requested variance to allow four lots on this property.

Applicant Dan Glowacki explained that the property has been in his family since it was platted in 1996, when his late mother had intended to subdivide it. It was later annexed after New Tulsa was incorporated into the city of Broken Arrow. He noted that the area has undergone significant changes over the years, pointing out developments such as the nearby Dollar General and McDonald’s.

Mr. Glowacki stated that his request is simply for one additional lot split—four lots instead of the usual three. He emphasized that he does not plan to place mobile homes on the lots but intends to build new brick homes for rental, moving real estate investments from Tulsa into this area. His goal is to establish long-term, low-maintenance housing. The commission confirmed the request and thanked him for his comments.

MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa

Move to Approve Item A.25-1363 a modification to Section 5.1.a.1 of the Land Subdivision Code for 21141 E. 46th Street, 5 acres, 1 lot to 4 lots, one-half mile south of Dearborn Street (41st Street), one-quarter mile east of 37th Street (209th E. Avenue)

The motion carried by the following vote:

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

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

Commissioners discussed the need for more precise and consistent terminology when handling requests such as variances, amendments, modifications, and waivers. One member noted that confusion often arises because the term “variance” is technically reserved for zoning matters handled by the Board of Adjustment, while other items before the Planning Commission—such as lot splits or fences—are more accurately described as modifications or waivers. Staff agreed that “variance” was not the best term in those cases, even though the commission does have authority to approve exceptions, such as nonconforming fences. Both staff and commissioners emphasized the importance of aligning language in the future so that agenda items and recommendations use the correct terminology, ensuring everyone works with the same definitions.

10. Adjournment

The meeting was adjourned at 6:27 p.m.

MOTION: A motion was made by Robert Goranson, seconded by Mindy Payne
Move to Adjourn

The motion carried by the following vote:

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



City of Broken Arrow

Request for Action

File #: 25-1297, **Version:** 1

Broken Arrow City Council
Meeting of: 10/21/2025

Title:

Approval of and authorization to execute a Proclamation declaring November 1, 2025, as “Extra Mile Day” in Broken Arrow

Background:

The Mayor of the City of Broken Arrow, Oklahoma, hereby proclaims November 1, 2025, “Extra Mile Day” in Broken Arrow.

Cost: None

Funding Source: N/A

Requested By: Debra Wimpee, Mayor

Approved By: City Manager’s Office

Attachments: Proclamation of “Extra Mile Day” in Broken Arrow

Recommendation:

Approve and authorize execution of a Proclamation declaring November 1, 2025 as “Extra Mile Day” in Broken Arrow.



PROCLAMATION

WHEREAS, Broken Arrow, Oklahoma is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Broken Arrow, Oklahoma is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Broken Arrow, Oklahoma is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Broken Arrow, Oklahoma acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2025.

NOW THEREFORE, I, Debra Wimpee, Mayor of Broken Arrow, Oklahoma do hereby proclaim November 1, 2025, to be

Extra Mile Day

I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

***Debra Wimpee, Mayor
City of Broken Arrow***



City of Broken Arrow

Request for Action

File #: 25-1448, Version: 1

**Broken Arrow City Council
Meeting of: October 21, 2025**

Title:

Approval of and authorization to execute a professional services contract with Family and Children's Services, Inc. to provide case management staffing for the Broken Arrow Fire Department Carelink Navigator Program

Background:

In June of 2024, the Fire Department staff recommended to the City Council a pilot program to contract with Family and Children Services (FCS) to provide crisis prevention and mitigation services for the Broken Arrow community through a co-responder program called Carelink. City Council approved this program at their June 17, 2024, meeting. The program was implemented in the late summer of 2024 and has been active since then. FCS provided one fulltime licensed staff member for the first year of the program at no cost. Over the last year, the caseload and referral numbers have continued to increase.

In the spring of 2025, staff began negotiating to continue the program. The renewal of the Intra-agency Agreement and addition of the Carelink Contract expands the services provided by FCS to include one fulltime (40 hours/week) supervised therapist (master's degree) and one halftime (20 hours/week) case manager (bachelor's degree).

Cost: \$81,000

Funding Source: Opioid Settlement Fund

Requested By: Jeremy Moore, Fire Chief

Approved By: City Manager's Office

Attachments: Original Intra-Agency Agreement
Carelink Contract 2025

Recommendation:

Approve and authorize the execution of a professional services contract with Family and Children's Services, Inc. to provide case management staffing for the Broken Arrow Fire Department Carelink Navigator Program.

INTERAGENCY AGREEMENT**07/01/2024****Between****FAMILY & CHILDREN'S
SERVICES, INC.****and City of Broken Arrow, a Municipal Corporation
on Behalf of the BROKEN ARROW FIRE DEPARTMENT**

WHEREAS, Family & Children's Services, Inc. ("FCS"), a non-profit corporation incorporated in the state of Oklahoma, and **City of Broken Arrow, a Municipal Corporation on Behalf of the Broken Arrow Fire Department** ("BAFD") incorporated in the state of Oklahoma, have come together to develop a cooperative relationship for clients who utilize both agencies.

WHEREAS, the parties seek to engage in a Fire First Responder-behavioral health Post-Crisis cross-system collaboration agreement to improve public health and safety responses and outcomes for individuals with mental health disorders (MHDs) and co-occurring mental health and substance use disorders (MHSUDs).

WHEREAS, FCS, as a Certified Community Behavioral Health Clinic (CCBHC) seeks to provide crisis response, evaluation, and stabilization Services.

WHEREAS, BAFD seeks the Services of an FCS Case Manager to provide crisis response, evaluation, and stabilization Services.

WHEREAS, FCS desires to perform such Services on the terms and conditions set forth hereafter in this Interagency Agreement ("IA").

THEREFORE, in consideration of the Services described herein and of the mutual benefits and obligations set forth in this IA, FCS and BAFD (individually the "Party" and collectively the "Parties" to this IA) agree as follows:

SECTION 1: Description of Organizations

Family & Children's Services, Inc. FCS is the leading outpatient nonprofit behavioral healthcare organization in Tulsa, Oklahoma, and surrounding communities. As both a Community Mental Health Center and a Certified Community Behavioral Health Clinic, FCS provides integrated and comprehensive mental health care alongside physical health coordination and extensive social services. Through over 70 programs, the agency restores children's well-being, aids victims of abuse, empowers individuals and families, offers hope and recovery for adults grappling with mental health issues and addictions, and steers individuals away from involvement in the criminal justice system. Services are accessible and provided at 85 locations throughout Tulsa via a network of 10 FCS Tulsa office locations, 25 co-located sites throughout the greater Tulsa metropolitan area.

City of Broken Arrow BAFD.

BAFD protects lives and property from fires, medical emergencies, and all natural and man-made

disasters. It provides the highest level of public service. They seek to reduce the rate and severity of emergencies through continuous training, public education, fire prevention and disaster management services.

SECTION 2: Responsibilities & Performance of Services of FCS

1. Warrant that all Services provided under this IA shall be performed in a complete and skillful manner by trained, competent, and experienced personnel. Services provided shall be consistent with evidence-based, client-centered models and practices.
2. Notify BAFD immediately of any unscheduled disruption in schedule or availability.
 - a. Notify BAFD immediately if an embedded case manager is reassigned so that access to BAFD can be suspended immediately.
3. Provide crisis response, evaluation, and stabilization services to any resident of Tulsa County, Oklahoma and address management of the consumer's ongoing treatment needs.
4. Provide crisis response, evaluation, and stabilization services to recipients of BAFD outside of Tulsa County and address management of the consumer's ongoing treatment needs to ensure no individual is denied behavioral healthcare services by offering a continuation of Services with FCS or a referral to CREOKs for residents of Wagoner County, Oklahoma.
5. Participate in partnership meetings to review performance, additional service needs, and other topics relevant to this IA.
 - a. FCS Leadership and case manager will participate in weekly Collaboration Work Groups with BAFD to discuss project challenges and collaboratively implement agreed upon solutions.
 - b. FCS case manager will participate in daily case reviews as needed with BAFD.
 - c. FCS and BAFD will work together to evaluate and improve workflows and develop strong interdepartmental relationships.
6. Provide one (1) full time case manager to provide mental health crisis post-navigation services for individuals referred by Emergency Medical Services Officer ("EMSO") or other chief officer following a BAFD response.
 - a. FCS case manager will provide mental health and co-occurring mental health and substance abuse education and skills training to designated BAFD employees for responding to crisis in the community.
7. Prohibit unauthorized employees to access the BAFD headquarters and shall maintain the necessary security measures to prevent such unauthorized access.
 - a. FCS shall abide by BAFD policies and procedures while on premises.
8. Provide Clinical Leadership to oversee the clinical processes with FCS staff.
9. Share with BAFD applicable crisis response and post navigation outcome data for process improvement and evaluation purposes.
10. Provide laptops or other necessary technology equipment for use by embedded FCS staff.
11. Services will be available to the Broken Arrow Police Department (BAPD) upon request and approval from BAFD.
12. Carry out anti-opioid abuse strategies as follows:

- a. Provide post-overdose response to individuals encountered by BAFD.
- b. Support mobile anti-opioid intervention, facilitation of treatment and recovery services for individuals who have experienced opioid overdoses.
- c. Support workforce deployment for addiction professionals who work with persons with Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder (“SUD”)/Mental Health (“MH”) conditions.
- d. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
- e. Implement a co-responder and/or alternate responder model to address OUD-related 911 calls with greater SUD expertise.

SECTION 3: Responsibilities of BAFD

1. Immediately notify FCS Services of any unscheduled disruption in schedule or availability.
2. Participate in partnership meetings with FCS to review performance, additional service needs, and other topics relevant to this IA.
 - a. Participate in weekly Collaboration Work Groups with FCS to discuss project challenges and collaboratively implement agreed upon solutions.
3. Provide an EMSO to engage in all warm handoffs with FCS post-crisis navigation services.
4. Provide any appropriate and necessary education and skills training to designated FCS employees for responding to crisis in the community.
5. Share with FCS agreed upon data points to develop utilization and outcome reports for collaborating and funding partners.
6. Conduct background checks on all FCS staff that will have access to the BAFD Computer Aided Dispatching System (CADS) and based on the results of the background check will make determinations about issuing security access and badges to FCS employees.
 - b. Provide access to FCS to the BAFD headquarters during designated shifts.
 - c. Provide workspace at a Fair Market Value for FCS employee(s) to access during their shifts. BAFD will also provide a lockable space for computer equipment to be secured while FCS staff are not on site.
7. Implement a co-responder and/or alternate responder model to address OUD-related 911 calls with greater SUD expertise.

SECTION 4: Performance of Services

1. The Services to be performed and specific hours for FCS personnel to be embedded at BAFD shall be: The case manager will work 9:00 am to 6:00 pm, Monday through Friday, BAFD located at 1101 N. 6th St., Broken Arrow, OK 74012.

SECTION 5: Performance Period & General Conditions

1. This IA is effective July 1, 2024, and shall terminate June 30, 2025. Thereafter, this Agreement will automatically renew for successive terms of one (1) year, until this

Agreement is terminated upon mutual agreement of both Parties.

2. Any Party may terminate this IA for any reason with thirty (30) days written notice.
 - a. In the event a Party desires to terminate this IA, notice of said election to terminate shall be in writing and delivered to the point of contact for the respective parties per Section 8 herein.
3. Upon termination of this IA, it shall be null, void, and of no further force and effect, and no Party shall have any further rights, duties, or obligations under this IA, and any, and all such relationships between the Parties shall cease and terminate except as otherwise expressly provided in this Agreement, the provisions of which shall remain in full force and effect between the Parties hereto after the termination of this IA, as provided below.

SECTION 6: Relationship of the Parties

1. In providing the Services under this IA it is expressly agreed that FCS is acting as an independent contractor and is not an employee.
2. FCS and BAFD acknowledge that this IA does not create a partnership or joint venture between them and is exclusively a contract for Services.
3. Nothing expressed or implied under this IA is intended to preclude FCS from offering Services, by or through its employees, to any other persons, firms, or entities as FCS shall see fit, subject only to FCS's obligations to provide Services to BAFD as required under this IA during the term hereof.
4. BAFD is not required to pay or make any contributions to any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for FCS during the term of this IA.
5. FCS is responsible for paying and complying with reporting and federal taxes related to payments made to FCS under this IA.
6. FCS expressly acknowledges covenants and agrees that it will not be entitled to receive any of the benefits which employees of BAFD are ordinarily accorded by reason of such employment, e.g., insurance coverage, retirement benefits, etc.

SECTION 7: Confidentiality & HIPAA Compliance

The Parties accept responsibility for ensuring compliance with applicable state and federal laws regarding confidential information that may come into its possession pursuant to this IA. The Parties further acknowledge and understand that the provision of mental health consultation and treatment services through the terms of this Agreement requires FCS access to and collection of protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). FCS, as a mental health provider, agrees that it will ensure compliance with these provisions and any other applicable laws, including but not limited to 42 CFR Part 2, at all times. BAFD recognizes that it will not have access to certain mental health and substance use treatment information.

SECTION 8: Notices

Unless otherwise mutually agreed upon in writing by Parties, all notices, requests, demands, or other communications required or permitted by the terms of this IA shall be given in writing and delivered to the point of contact for the respective parties as follows:

Family & Children's Services, Inc.	
Name	Taylor Rowley
Title	General Counsel
email	legal@fcsok.org
Phone	918-600-3806
Mailing Address	ATTN: Legal Department Family & Children's Services, Inc. 5310 E. 31 st St., Suite #800 Tulsa, OK 74135
City of Broken Arrow, a Municipal Corporation on Behalf of the Broken Arrow Fire Department	
Name	Trevor Dennis
Title	City Attorney
email	918-259-2400
Phone	ATTN: Legal Department
Mailing Address	220 S. 1 st Street Broken Arrow, Ok 74012

SECTION 9: Insurance

BAFD and FCS agree to maintain: (i) General Liability Insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Each party will be named as an additional insured of the other party on all policies as permitted under law for the term of the Agreement. Certificates of Insurance will be provided to each party by the other within thirty (30) days after the execution of this Agreement and upon renewal.

SECTION 10: Amendment or Modification

Any amendment or modification of this IA or additional obligation assumed by a Party in connection with this IA shall only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

SECTION 11: Severability

If any provision of this IA shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this IA is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

SECTION 12: Survival of Provisions

The expiration or termination of this Agreement will not affect the rights or obligations of any Party with respect to CONFIDENTIALITY or INDEMINIFICATION.

SECTION 13: No Waiver

A Party to this Agreement may decide or fail to require full or timely performance of any obligation arising under this Agreement. The decision or failure of a Party hereto to require full or timely performance of any obligation arising under this Agreement whether on a single occasion or on multiple occasions shall not be deemed a waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

SECTION 14: Dispute Resolution

The Parties will attempt to resolve any dispute that may arise in connection with the work performed under this Agreement. If any dispute cannot be resolved informally, the Parties agree initially to submit the matter to mediation pursuant to the services of an established mediation service mutually agreed upon by the Parties and with the venue of the mediation being Tulsa, Oklahoma. In the event the matter cannot be resolved by mediation, all claims and controversies of any kind relating to this Agreement shall be finally settled by binding arbitration before a single arbitrator in Tulsa, Oklahoma, in accordance with the rules then in effect from the American Arbitration Association. All Parties to this Agreement shall be bound by the decisions in any such arbitration, and judgment upon such arbitration may be entered by any court of proper jurisdiction.

SECTION 15: Governing Law

All agreements within this IA are subject to, and will be carried out in compliance with, all applicable laws, regulations, and other legal requirements of the State of Oklahoma and Tulsa County.

The Parties agree that the stated consideration is sufficient, and the terms of this IA shall be binding on all Parties. All individuals undersigned are of sound mind, age of majority, possess the legal capacity to contract, and if signing on behalf of a corporation, partnership, or entity, have the necessary authorization to enter into a binding contract.

We, the undersigned, have read and agree with this Interagency Agreement.

AGREED TO ON THIS 17th day of June 2024:

Debra Wimpee _____

Debra Wimpee,
Mayor of the City of Broken Arrow, OK
City of Broken Arrow, a Municipal Corporation
on Behalf of the Broken Arrow Fire Department
dwimpee@brokenarrowok.gov

Adam Andreassen _____

Adam Andreassen
President & Chief Executive Officer
Family & Children's Services, Inc.

aandreassen@fcsok.org

Curtis Green 6/26/2024



APPROVED AS TO FORM:

[Signature]

Deputy City Attorney

ADDENDUM TO INTERAGENCY AGREEMENT BETWEEN FAMILY & CHILDREN'S SERVICES, INC. and City of Broken Arrow, a Municipal Corporation on Behalf of the BROKEN ARROW FIRE DEPARTMENT

This Addendum is made this 19th day of September 2025, by and between **City of Broken Arrow, a Municipal Corporation on Behalf of the BROKEN ARROW FIRE DEPARTMENT**, hereinafter referred to as the "BAFD," **Family & Children's Services, Inc.**, hereinafter referred to as "FCS," and is intended to extend and modify the original Agreement effective July 1, 2024.

WHEREAS, Section 10 (Amendment or Modification) of the original Agreement provides that any amendment, modification, or additional obligation assumed by a Party in connection with this IA shall only be binding if evidenced in writing signed by each Party or an authorized representative of each Party;

WHEREAS, BAFD would like to provide remuneration to FCS for the CareLink Navigation Program rendered under the Agreement;

WHEREAS, the parties desire to extend the Agreement to continue and renew the commitments of both entities beginning July 1, 2025;

NOW, THEREFORE, in consideration of the mutual covenants contained in the original Agreement and herein, the parties agree as follows:

1. **Extension of Term:** The term of the original Agreement is hereby extended to include the period beginning **July 1, 2025** and shall terminate **June 30, 2026**. Thereafter, this Agreement will automatically renew for successive terms of one (1) year unless otherwise modified or terminated in accordance with the terms set forth in the Agreement. City's obligations are contingent upon annual appropriation by the Broken Arrow City Council. If funds are not appropriated for any subsequent fiscal year, City may terminate without penalty upon written notice, effective at the end of the then-current fiscal year.
2. **Continued/New Commitments:** FCS and the City of Broken Arrow reaffirm their commitments under the original Agreement and agree to continue to engage in a Fire First Responder-Behavioral Health Post-Crisis cross- system collaboration agreement to improve public health and safety responses and outcomes for individuals with mental health disorders (MHDs) and co-occurring mental health and substance use disorders (MHSUDs). Compensation shall be as stated in Section 3 of this Addendum
3. **Approval and Availability of Funds:** City of Broken Arrow agrees to pay an amount not to exceed \$81,000 for FY 2025–2026 (July 1, 2025–June 30, 2026), invoiced monthly Net 30 with service dates. FCS will provide one supervised therapist and a 0.5 full-time bachelor-level case manager. Invoices will be submitted to the City of Broken Arrow on a monthly basis.

4. **All Other Terms Unchanged:** Except as specifically modified in this Addendum, all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates set forth below.

City of Broken Arrow on Behalf of BROKEN ARROW FIRE DEPARTMENT

By: _____

Name:

Title:

Date:

FAMILY & CHILDREN'S SERVICES, INC.

By:  _____

Name: Adam Andreassen

Title: President & Chief Executive Officer

Date:



City of Broken Arrow

Request for Action

File #: 25-1447, Version: 1

**Broken Arrow City Council
Meeting of: 10-21-2025**

Title:

Approval of and authorization to execute Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for South Aspen Avenue and East Tucson Street (Project Number ST2031)

Background:

The City of Broken Arrow plans to improve the South Aspen Ave and East Tucson Street intersection as part of the 2018 GO Bond. In order to accommodate the new construction, existing Oklahoma Natural Gas Company (ONG) High Pressure gas facilities need to be relocated. Portions of these existing facilities are located within existing private ONG easements, and as such, the City must reimburse ONG for the cost of relocating those portions of the facilities. ONG will bear the cost of relocating the portions of the facilities that do not occupy private easements, or for improvements (betterments) to their facilities completed as part of this project.

The total anticipated construction cost for this work is \$781,022. Of which, the City portion is \$338,519 (43.34%). ONG's share is \$442,503 (56.66%), which includes any betterment. The attached Agreement details these costs and serves as authorization for ONG to begin the relocation process.

Staff recommends approval of the Agreement with ONG to relocate the high pressure gas facilities for an estimated cost to the City of \$338,519.00.

Cost: \$338,519.00

Funding Source: 2018 General Obligation Bond

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

Approved By: City Manager's Office

Attachments: Agreement, Gas Facilities Relocation, between ONG and City of Broken Arrow

Recommendation:

Approve and authorize execution of Agreement, High Pressure Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for South Aspen Avenue and East Tucson Street Improvements (Project Number ST2031)

**AGREEMENT
GAS FACILITIES RELOCATION
Tucson (121st) and Aspen (145th) Int. (COBA# ST2031 Ph. 2, ONG Ph. 2.0 HP)
CITY OF BROKEN ARROW PROJECT NUMBER ST2031
TULSA COUNTY**

Oklahoma Natural Gas Company, a Division of ONE Gas, Inc., hereinafter called "Company," owns various natural gas pipelines within the construction limits of the referenced project in the City of Broken Arrow, Tulsa County, Oklahoma, which Company utilizes in the discharge of its duties as a public service corporation.

City of Broken Arrow, Oklahoma, a municipal corporation, hereinafter called "City," has requested Company to relocate these facilities to accommodate the proposed construction of the referenced project as shown on plans therefore, the latest of which were received electronically by Company on April 17, 2025. City agrees to reimburse Company in the extent and manner hereinafter stated for that portion of the cost of relocating said facilities which is for the benefit of City.

Company proposes to perform the necessary relocation of its facilities in substantial accordance with the attached plan sheets and cost estimate(s). Company will bear the cost of relocating the portions of the facilities which do not occupy private rights-of-way. The City's share of the estimated cost of the necessary relocation will be \$338,519 all of which is to be reimbursed to Company by City.

City by accepting the proposal agrees that City shall reimburse Company for its share of the total actual relocation costs, said costs being arrived at in the same manner as used in Company's estimated cost of the project attached hereto.

Such relocation costs will be based upon, but not necessarily limited to, material suppliers', work contractors', and equipment-rental invoices; and at then-current rates and prices, company's transfer and stores expense charges for warehoused materials; payroll time sheets; indirect labor charges; auto, truck, and equipment use records; expense statements; and standard allocated overhead charges. Company's award of and payment for contracted work will be based upon competitive bids or continuing contract, whichever appears to the Company will be most practical and economical.

It is further understood, and City by accepting this proposal agrees, that City will reimburse the Company in accordance with this agreement within thirty (30) days after the said relocation work has been completed and Company's statement for City's costs thereof has been submitted. Company agrees that in the event Company should determine prior to commencement of construction that the revised estimated amount of the reimbursement by the City may exceed the estimated cost as stated herein, Company shall notify the City of such determination in writing. City shall have the right to terminate this agreement within ten (10) days of receipt of such said written notice. If City elects to so terminate, City shall pay Company the City's share of any engineering cost incurred to date of termination. If the City does not terminate the agreement within the ten (10) days, it shall remain in full force and effect.

The Company by agreeing to or by abandoning, relocating, or modifying any of its facilities pursuant to this agreement shall not thereby be deemed to have abandoned, modified, released, or otherwise destroyed any of its rights existing at the time of the execution of this agreement under valid and subsisting private right-of-way easements granted to, obtained by or through condemnation, or otherwise vested in the Company unless the Company shall have released same by written instrument.

Further, should the Company in the course of relocating the above-described facilities relocate any of such facilities presently located on private right-of-way onto public right-of-way, the Company shall be deemed in respect to such facilities to have retained sufficient easement and other rights such that if said facilities are encompassed within any

future governmental project requiring relocation, adjustment, or abandonment of such facilities, that the Company shall be entitled to reimbursement for the cost of such relocation, adjustment, or abandonment from the governmental agency requiring the same; provided, however, this provision shall not be construed as requiring reimbursement by the City of Broken Arrow except when such relocation, adjustment, or abandonment is required for a project of the City of Broken Arrow.

Any changes made by the City in this proposal as submitted by the Company shall be subject to the written acceptance thereof by the Company before there is any binding contract between the parties.

City by accepting this proposal warrants that it now has or will have unencumbered funds available with which to pay the relocation costs to the extent herein above provided.

If this proposal is not accepted by the City within one (1) year from the date of this letter, this proposal shall automatically terminate and thereafter shall not be subject to acceptance by the City unless the proposal is reinstated by Company.

Company respectfully requests that the City of Broken Arrow agree to the terms of this proposal by signing in the space provided below and returning one executed copy to us.

ATTEST:

**OKLAHOMA NATURAL GAS COMPANY,
A DIVISION OF ONE Gas, INC.**

Brian Shore

Secretary - Brian Shore

By: David Williams

Vice President of Operations – David Williams

Dated: 10/01/2025 PDT

APPROVED AND ADOPTED by the City Council of the City of Broken Arrow this _____ day of _____, 2025.

ATTEST:

**CITY OF BROKEN ARROW
A MUNICIPAL CORPORATION**

City Clerk

Mayor

APPROVED as to form and legality

D. Graham Parker

City Attorney

OKLAHOMA NATURAL GAS COMPANY
ESTIMATED GAS FACILITIES RELOCATION COST

Tucson (121st) and Aspen (145th) Int. (COBA# ST2031 Ph. 2, ONG Ph. 2.0 HP)
CITY OF BROKEN ARROW
9/11/2025

Pipe Footage in Private Easement	=	370	ft
Pipe Footage in Public Easement	=	123	ft
Total Project Footage	=	493	ft
Estimated Project Cost (Like Kind and Size)	=	\$451,267	
Estimated Project Cost (Actual Installation)	=	\$781,022	
Betterment (Actual - Like Kind and Size)	=	\$329,755	

Breakdown of Estimated Project Cost Like Kind and Size				
ONG Share	+	Entity Share	=	Total
123	+	370	=	493
493	+	493	=	493
24.98%	+	75.02%	=	100.00%
\$112,748	+	\$338,519	=	\$451,267

Betterment Cost Allocation					
Sub-Total Estimated Cost	=	Entity Share	+	Betterment	
Total Estimated ONG Cost	=	\$112,748	+	\$329,755	= \$442,503
Total Estimated Entity Cost	=	\$338,519	+	\$0	= \$338,519
Total Estimated Cost of Actual Replacement					= \$781,022

Composite Percentage of Project					
ONG SHARE	=	$\frac{\$112,748}{\$781,022}$	=		14.44%
ONG BETTERMENT	=	$\frac{\$329,755}{\$781,022}$	=		42.22%
ENTITY SHARE	=	$\frac{\$338,519}{\$781,022}$	=		43.34%



Cost Summary Report

CUE Number		47841
CUE Description	ONG BROKEN ARROW 055 NDU - Tucson (121st) and Aspen (145th) Int. (COBA# ST2031 Ph. 2, ONG Ph. 2.0 HP)	
CUE Status	AFEAPPR	
Parent WO	2025-1000480286	
Capital Project Number	021.055.2009.010057	
Project Function	055	
Version Number	1	
Version Description	Actual Install	
Version Estimate Type	DESIGN	
Version Estimate Status	AFEAPPR	
Estimator ID	OKE12478	
Estimator Name	Hubbard, Shane M.	
Cost Center	2009	
Project Funding Number	021.055.2009.FP010001	
Funding Type	NDU	
Target Start Date	Mar 14, 2025	
Target Finish Date	Mar 14, 2028	

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost	90993.38	485556.64	19754.55	220.92	184496.00	0.00	781021.49	0.00	781021.49
Sub Total	90993.38	485556.64	19754.55	220.92	184496.00	0.00	781021.49		781021.49

Table 2

WP Task #		WP Description	Materials & Consumables			Labor Breakdown			Overheads		Vehicle OH	Total Costs
			Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH		
20	CU	Labor	0	0.00	0.00	1207.20	484349.44	0.00	220.92	155378.12	0.00	641155.68
30	CU	Yoke Setting	46,256	1200.00	0.00	0.00	0.00	10176.33	0.00	15185.92	0.00	72818.25
10	CU	Mainline Material	43,537.38	0.00	0.00	0.00	0.00	9578.22	0.00	13931.96	0.00	67047.56
Sub Total			89,793.38	1,200.00	0.00	1,207.20	484,349.44	19,754.55	220.92	184,496.00	0.00	781,021.49

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	FITTING, CONTR TEE, 6 IN, FULL ENC, STEEL, WE, 1 300D, 26-1535-0603-11, CLASS 300, 740 PSIG WP AT 0.50 DF, BLIND FLANGE KIT, SHORTPLUG W/ GUIDE BARS		4412.75	1	EACH	99-134000160
10	I			CONTRACT	0	FITTING, CONTR 2 IN, 3-WAY FULL ENC, STEEL, WE, 1 CLASS 300, 740 PSIG WP AT 0.50 DF		2592.55	1	EACH	99-134000175
10	I			CONTRACT	0	ELBOW, 6 IN, STEEL WPBY-52, WE, 6.625 IN OD, 90 DEG LR, 0.280 IN WT, SMLS, MSS SP75		517.32	4	EACH	99-122001000
10	I			CONTRACT	0	ELBOW, 8 IN, STEEL WPBY-52, WE, 8.625 IN OD, 90 DEG LR, 0.322 IN WT, SMLS, MSS SP75		2092.96	8	EACH	99-122001004
10	I			CONTRACT	0	FITTING, CONTR 8 IN, SPHERICAL, 3- WAY, STEEL, WE, 300D, NO. 06-7379-0000-00, 300.570 PSIG WP AT 0.5 DF, BLIND FLANGE KIT		10754	2	EACH	99-134000125
10	I			CONTRACT	0	ELBOW, 2 IN, STEEL WPBY-52, WE, 2.375 IN OD, 90 DEG LR, 0.154 IN WT, SMLS		244	4	EACH	99-122000975

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP.2 IN STEEL WPHY-52,WE,STI SP-75		140.3	2	EACH	99-121000140
10	I			CONTRACT	0	CAP.8 IN STEEL WPHY-52,WE,STI SP-75		530	2	EACH	99-121000160
10	I			CONTRACT	0	CAP.6 IN STEEL WPHY-52,WE,STI SP-75		325	2	EACH	99-121000155
10	I			CONTRACT	0	THREAD-O-RING,2 IN STEEL,WE X MNPT,3600 PSIG WP AT 0.50 DP,ASTM A333 GR 6,FOR PIPE MAIN 6 IN OR GREATER		894.9	3	EACH	99-134000185
10	I			CONTRACT	0	FITTING,CONTRC 6 IN,SPHERICAL 3-WAY,STEEL,WE, 300D.NO. 06-7378-0000-00,, 300,659 PSIG WP AT 0.5 DF,BLIND FLANGE KIT		5358	1	EACH	99-134000120
10	I	37650	1592020	CONTRACT	0	PIPE STEEL,ARO, 2.375 IN OD, 0.154 IN WT,X52,ERW,FB 14 - 16 ARO 20 MILS,DRL,API 5L,3.66 LBS PER FT,BEV		699	75	FEET	99-002000146
10	I	37650	1594060	CONTRACT	0	PIPE STEEL,ARO, 6.625 IN OD, 0.280 IN WT,X52,ERW,FB 14 - 16 ARO 20 MILS,DRL,API 5L,18.99 LBS PER FT,BEV		4282.5	250	FEET	99-006000265

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37650	1594080	CONTRACT	0	PIPE STEEL,ARO, 8.625 IN OD, 0.322 IN WT,X52,ERW,FB& 14 - 16 ARO 20 MILS MINIMUM,DRL,AF 5L,28.58 LBS PER FT,BEV		10694.1	430	FEET	99-008000290
30	I			CONTRACT	1	Generic	Pipe supports (2x8in)	1200	2	EACH	
30	I			CONTRACT	0	FLANGE,2 IN,STEEL F-52,WERF,ANSI 300,2.067 IN BORE,740 PSIG,ASTM A694		374.24	4	EACH	99-150000403
30	I			CONTRACT	0	GASKET,2 IN,TYPE F,RING TYPE,NITRILE COVERED PHEN,0.125 IN THICK,ANSI 300,740 PSIG,NON ASB,ASTM D 149		13.3	2	EACH	99-170000520
30	I			CONTRACT	0	ELBOW,6 IN,STEEL WPHY-52,WE, 6.625 IN OD,90 DEG LR,0.280 IN WT,SMLS,MSS SP75		387.99	3	EACH	99-122001000
30	I			CONTRACT	0	REDUCER,4 IN X 2 IN,CONCENTRIC, WPHY-52,WE, 0.237 IN X 0.154 IN WT,SMLS		215.62	2	EACH	99-123000126
30	I			CONTRACT	0	ELBOW,8 IN,STEEL WPHY-52,WE, 8.625 IN OD,90 DEG LR,0.322 IN WT,SMLS,MSS SP75		1046.48	4	EACH	99-122001004

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I			CONTRACT	0	TEE,8 IN X 8 IN X 4 IN,REDUCING,ST 0.322 X 0.322 X 0.237 IN WT,WPHY 52,SMLS,MSS SP-75		885.9	2	EACH	99-125000126
30	I			CONTRACT	0	TEE,2 IN,STEEL WPHY-52,WE, 0.154 IN WT,SMLS,MSS SP-75		39.2	1	EACH	99-125000017
30	I			CONTRACT	0	TEE,6 IN,STEEL WPHY-52,WE, 0.280 IN WT,SMLS		268.75	1	EACH	99-125000042
30	I			CONTRACT	0	TEE,8 IN X 8 IN X 6 IN,REDUCING,ST WPHY-52,WE,STI WT,SMLS,MSS SP-75		1140	4	EACH	99-125000142
30	I			CONTRACT	0	ELBOW,2 IN,STEEL WPHY-52,WE, 2.375 IN OD,90 DEG LR,0.154 IN WT,SMLS		183	3	EACH	99-122000975
30	I			CONTRACT	0	FLANGE,8 IN,STEEL F-52,WERF,ANSI 300 STD BORE 7.981 IN,740 PSIG,ASTM A694		535.5	2	EACH	99-150000423
30	I			CONTRACT	0	FLANGE,6 IN,STEEL,WERF, 300,BORE 6.065 IN,A694 F52,740 PSIG WP		1598	8	EACH	99-150000417

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I			CONTRACT	0	INSULATING SET,8 IN, ANSI 300,TYPE F PHENOLIC GASKET,MYLAR SLEEVES,SINGL MICARTA WASHER,SINGLE STEEL WASHERS,ASTM D-149		46.5	1	EACH	99-250000055
30	I			CONTRACT	0	INSULATING SET,6 IN, ANSI 300,TYPE E PHENOLIC GASKET,MYLAR SLEEVES,SINGL MICARTA WASHER,SINGLE STEEL WASHERS,ASTM D-149		52.64	2	EACH	99-250000051
30	I	37650	1592020	CONTRACT	0	PIPE STEEL,ARO, 2.375 IN OD, 0.154 IN WT,X52,ERW,FB 14 - 16 ARO 20 MILS,DRL,API 5L,3.66 LBS PER FT,BEV		186.4	20	FEET	99-002000146
30	I	37650	1594060	CONTRACT	0	PIPE STEEL,ARO, 6.625 IN OD, 0.280 IN WT,X52,ERW,FB 14 - 16 ARO 20 MILS,DRL,API 5L,18.99 LBS PER FT,BEV		342.6	20	FEET	99-006000265
30	I	37650	1594080	CONTRACT	0	PIPE STEEL,ARO, 8.625 IN OD, 0.322 IN WT,X52,ERW,FB 14 - 16 ARO 20 MILS,DRL,API 5L,28.58 LBS PER FT,BEV		497.4	20	FEET	99-008000290

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I	37650	1834020	CONTRACT	0	VALVE,BALL,2 IN,STEEL,FERF,A 300,740 PSIG,LEVER,LOC TRIM,FULL PORT,ASME B16.34,SOLID BALL		616	2	EACH	99-164000020
30	I	37650	1834060	CONTRACT	0	VALVE,BALL,6 IN,STEEL,FERF,A 300,740 PSIG,GEAR OP,LOCKING,STI TRIM,FULL PORT,ASME B16.34,SOLID BALL	4475.66	2	2	EACH	99-164000053
30	I	37650	1834060	CONTRACT	0	VALVE,PLUG 6 IN,STEEL,FERF,F 4249,ANSI 300,740 PSIG,STD TRIM,API 6D	17989	2	2	EACH	99-165000090
30	I	37650	1834080	CONTRACT	0	VALVE,BALL,8 IN,STEEL,FERF,A 300,740 PSIG,TRUNNION MOUNTED GEAR OPERATED W/ HANDWHEEL,FUI PORT,API 6D,SOLID BALL	5818.75	1	1	EACH	99-164000178
30	I	37650	1834080	CONTRACT	0	VALVE,BALL,8 IN,STEEL,FERF,A 600,GEAR OPERATED W/ HANDWHEEL,FUI PORT,API-6DMOI OR NI PLATED BALL, FOR ABOVE GROUND SERVICE	5318.07	1	1	EACH	99-164000177

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I			CONTRACT	0	GASKET, SPIRAL WOUND, 8 IN, FLEXITALLIC CGI STYLE, 304 WINDING, CARBC STEEL, ANSI 300, GRAPHOIL FILLER, INNER RING, CS OUTER RING		40.44	2	EACH	99-170000630
30	I			CONTRACT	0	GASKET, SPIRAL WOUND, 6 IN, FLEXITALLIC CGI STYLE, 304 WINDING, CARBC STEEL, ANSI 300, GRAPHOIL FILLER, INNER RING, CS OUTER RING		127.36	8	EACH	99-170000615
30	I			CONTRACT	0	GASKET, SPIRAL WOUND, 2 IN, FLEXITALLIC CGI STYLE, 304 WINDING, CARBC STEEL, ANSI 300, GRAPHOIL FILLER, INNER RING, CS OUTER RING		19.84	4	EACH	99-170000570

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I		1834060	CONTRACT	0	CLOSURE,6 IN,STEEL,THREA 0.280 IN WT,0.5 DF,VERTICAL,VIT O-RING,1910 PSIG,TDW 19-5006-11663-51 B31,8		2204.16	2	EACH	99-121000250
30	I			CONTRACT	0	CLOSURE,6 IN,STEEL,THREA 0.280 IN WT,0.5 DF,VERTICAL,VIT O-RING,1910 PSIG,TDW 19-5006-11663-51 B31,8		1102.08	1	EACH	99-121000250
30	I			CONTRACT	0	BOLT,0.75 IN X 5.50 IN,STUD,STEEL,V 2 ASTM A194 2H HEX NUTS,FLUOROP COATED,ASTM A193 GRADE B7		494.4	96	EACH	180000436
30	I			CONTRACT	0	BOLT,0.875 IN X 6.250 IN,STUD,STEEL,V 2 ASTM A-194 2H HEX NUTS,FLUOROP COATED,ALL THREAD,ASTM A-193 GRADE B7		117.36	24	EACH	180000432
30	I			CONTRACT	0	BOLT,0.625 IN X 4 IN,STUD,STEEL,V 2 ASTM A194 2H HEX NUTS,FLUOROP COATED,ASTM A193 GRADE B7		119.36	32	EACH	180000441



Cost Summary Report

CUE Number		47841
CUE Description	ONG BROKEN ARROW 055 NDU - Tucson (121st) and Aspen (145th) Int. (COBA# ST2031 Ph. 2, ONG Ph. 2.0 HP)	
CUE Status	AFEAPPR	
Parent WO	2025-1000480286	
Capital Project Number	021.055.2009.010057	
Project Function	055	
Version Number	2	
Version Description	Like Kind and Size	
Version Estimate Type	DESIGN	
Version Estimate Status	ESTIMATED	
Estimator ID	OKE12478	
Estimator Name	Hubbard, Shane M.	
Cost Center	2009	
Project Funding Number	021.055.2009.FP010001	
Funding Type	NDU	
Target Start Date	Mar 14, 2025	
Target Finish Date	Mar 14, 2028	

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost	43537.38	376227.68	9578.22	220.92	134324.81	0.00	563889.01	0.00	563889.01
Sub Total	43537.38	376227.68	9578.22	220.92	134324.81	0.00	563889.01		563889.01

Table 2

WP #	Task	WP Description	Materials & Consumables				Labor Breakdown			Overheads		Total Costs
			Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH	Vehicle OH	
20	CU	Labor	0	0.00	0.00	1207.20	375020.48	0.00	220.92	120392.85	0.00	496841.45
10	CU	Mainline Material	43,537.38	0.00	0.00	0.00	0.00	9578.22	0.00	13931.96	0.00	67047.56
Sub Total			43,537.38	0.00	0.00	1,207.20	375,020.48	9,578.22	220.92	134,324.81	0.00	563,889.01

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	FITTING, CONTR TEE, 6 IN, FULL ENC, STEEL, WE, 1 300D, 26-1535-0603-11, CLASS 300, 740 PSIG WP AT 0.50 DF, BLIND FLANGE KIT, SHORTPLUG W/ GUIDE BARS		4412.75	1	EACH	99-134000160
10	I			CONTRACT	0	FITTING, CONTR 2 IN, 3-WAY FULL ENC, STEEL, WE, 1 CLASS 300, 740 PSIG WP AT 0.50 DF		2592.55	1	EACH	99-134000175
10	I			CONTRACT	0	ELBOW, 6 IN, STEEL WPBY-52, WE, 6.625 IN OD, 90 DEG LR, 0.280 IN WT, SMLS, MSS SP75		517.32	4	EACH	99-122001000
10	I			CONTRACT	0	ELBOW, 8 IN, STEEL WPBY-52, WE, 8.625 IN OD, 90 DEG LR, 0.322 IN WT, SMLS, MSS SP75		2092.96	8	EACH	99-122001004
10	I			CONTRACT	0	FITTING, CONTR 8 IN, SPHERICAL, 3- WAY, STEEL, WE, 300D, NO. 06-7379-0000-00, 300.570 PSIG WP AT 0.5 DF, BLIND FLANGE KIT		10754	2	EACH	99-134000125
10	I			CONTRACT	0	ELBOW, 2 IN, STEEL WPBY-52, WE, 2.375 IN OD, 90 DEG LR, 0.154 IN WT, SMLS		244	4	EACH	99-122000975

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,2 IN,STEEL WPHY-52,WE,STI SP-75		140.3	2	EACH	99-121000140
10	I			CONTRACT	0	CAP,8 IN,STEEL WPHY-52,WE,STI SP-75		530	2	EACH	99-121000160
10	I			CONTRACT	0	CAP,6 IN,STEEL WPHY-52,WE,STI SP-75		325	2	EACH	99-121000155
10	I			CONTRACT	0	THREAD-O-RING,2 IN,STEEL,WE X MNPT,3600 PSIG WP AT 0.50 DP,ASTM A333 GR 6,FOR PIPE MAIN 6 IN OR GREATER		894.9	3	EACH	99-134000185
10	I			CONTRACT	0	FITTING,CONTRC 6 IN,SPHERICAL 3-WAY,STEEL,WE, 300D,NO. 06-7378-0000-00,, 300,659 PSIG WP AT 0.5 DF,BLIND FLANGE KIT		5358	1	EACH	99-134000120
10	I	37650	1592020	CONTRACT	0	PIPE STEEL,ARO, 2.375 IN OD, 0.154 IN WT,X52,ERW,FB 14 - 16 ARO 20 MILS,DRL,API 5L,3.66 LBS PER FT,BEV		699	75	FEET	99-002000146
10	I	37650	1594060	CONTRACT	0	PIPE STEEL,ARO, 6.625 IN OD, 0.280 IN WT,X52,ERW,FB 14 - 16 ARO 20 MILS,DRL,API 5L,18.99 LBS PER FT,BEV		4282.5	250	FEET	99-006000265



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37650	1594080	CONTRACT	0	PIPE STEEL,ARO, 8.625 IN OD, 0.322 IN WT,X52,ERW,FB 14 - 16 ARO 20 MILS MINIMUM,DRL,AF 5L,28.58 LBS PER FT,BEV		10694.1	430	FEET	99-008000290



Cost Summary Report

CUE Number		47841
CUE Description	ONG BROKEN ARROW 055 NDU - Tucson (121st) and Aspen (145th) Int. (COBA# ST2031 Ph. 2, ONG Ph. 2.0 HP)	
CUE Status	AFEAPPR	
Parent WO	2025-1000480286	
Capital Project Number	021.055.2009.010057	
Project Function	055	
Version Number	4	
Version Description	Like Kind and Size (Less ROW)	
Version Estimate Type	DESIGN	
Version Estimate Status	ESTIMATED	
Estimator ID	OKE12478	
Estimator Name	Hubbard, Shane M.	
Cost Center	2009	
Project Funding Number	021.055.2009.FP010001	
Funding Type	NDU	
Target Start Date	Mar 14, 2025	
Target Finish Date	Mar 14, 2028	

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost	43537.38	290907.68	9578.22	220.92	107022.41	0.00	451266.61	0.00	451266.61
Sub Total	43537.38	290907.68	9578.22	220.92	107022.41	0.00	451266.61		451266.61

Table 2

WP #	Task	WP Description	Materials & Consumables			Labor Breakdown			Overheads		Total Costs
			Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	Vehicle OH	
20	CU	Labor	0	0.00	0.00	1207.20	289700.48	0.00	220.92	0.00	384219.05
10	CU	Mainline Material	43,537.38	0.00	0.00	0.00	0.00	9578.22	0.00	0.00	67047.56
Sub Total			43,537.38	0.00	0.00	1,207.20	289,700.48	9,578.22	220.92	0.00	451,266.61

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	FITTING, CONTR TEE, 6 IN, FULL ENC, STEEL, WE, 1 300D, 26-1535-0603-11, CLASS 300, 740 PSIG WP AT 0.50 DF, BLIND FLANGE KIT, SHORTPLUG W/ GUIDE BARS		4412.75	1	EACH	99-134000160
10	I			CONTRACT	0	FITTING, CONTR 2 IN, 3-WAY FULL ENC, STEEL, WE, 1 CLASS 300, 740 PSIG WP AT 0.50 DF		2592.55	1	EACH	99-134000175
10	I			CONTRACT	0	ELBOW, 6 IN, STEEL WPBY-52, WE, 6.625 IN OD, 90 DEG LR, 0.280 IN WT, SMLS, MSS SP75		517.32	4	EACH	99-122001000
10	I			CONTRACT	0	ELBOW, 8 IN, STEEL WPBY-52, WE, 8.625 IN OD, 90 DEG LR, 0.322 IN WT, SMLS, MSS SP75		2092.96	8	EACH	99-122001004
10	I			CONTRACT	0	FITTING, CONTR 8 IN, SPHERICAL, 3- WAY, STEEL, WE, 300D, NO. 06-7379-0000-00, 300.570 PSIG WP AT 0.5 DF, BLIND FLANGE KIT		10754	2	EACH	99-134000125
10	I			CONTRACT	0	ELBOW, 2 IN, STEEL WPBY-52, WE, 2.375 IN OD, 90 DEG LR, 0.154 IN WT, SMLS		244	4	EACH	99-122000975

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP.2 IN STEEL WPHY-52,WE,STI SP-75		140.3	2	EACH	99-121000140
10	I			CONTRACT	0	CAP.8 IN STEEL WPHY-52,WE,STI SP-75		530	2	EACH	99-121000160
10	I			CONTRACT	0	CAP.6 IN STEEL WPHY-52,WE,STI SP-75		325	2	EACH	99-121000155
10	I			CONTRACT	0	THREAD-O-RING,2 IN STEEL,WE X MNPT,3600 PSIG WP AT 0.50 DP,ASTM A333 GR 6,FOR PIPE MAIN 6 IN OR GREATER		894.9	3	EACH	99-134000185
10	I			CONTRACT	0	FITTING,CONTRC 6 IN,SPHERICAL 3-WAY,STEEL,WE, 300D,NO. 06-7378-0000-00,, 300,659 PSIG WP AT 0.5 DF,BLIND FLANGE KIT		5358	1	EACH	99-134000120
10	I	37650	1592020	CONTRACT	0	PIPE STEEL,ARO, 2.375 IN OD, 0.154 IN WT,X52,ERW,FB 14 - 16 ARO 20 MILS,DRL,API 5L,3.66 LBS PER FT,BEV		699	75	FEET	99-002000146
10	I	37650	1594060	CONTRACT	0	PIPE STEEL,ARO, 6.625 IN OD, 0.280 IN WT,X52,ERW,FB 14 - 16 ARO 20 MILS,DRL,API 5L,18.99 LBS PER FT,BEV		4282.5	250	FEET	99-006000265

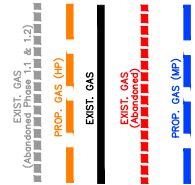


Cost Summary Report

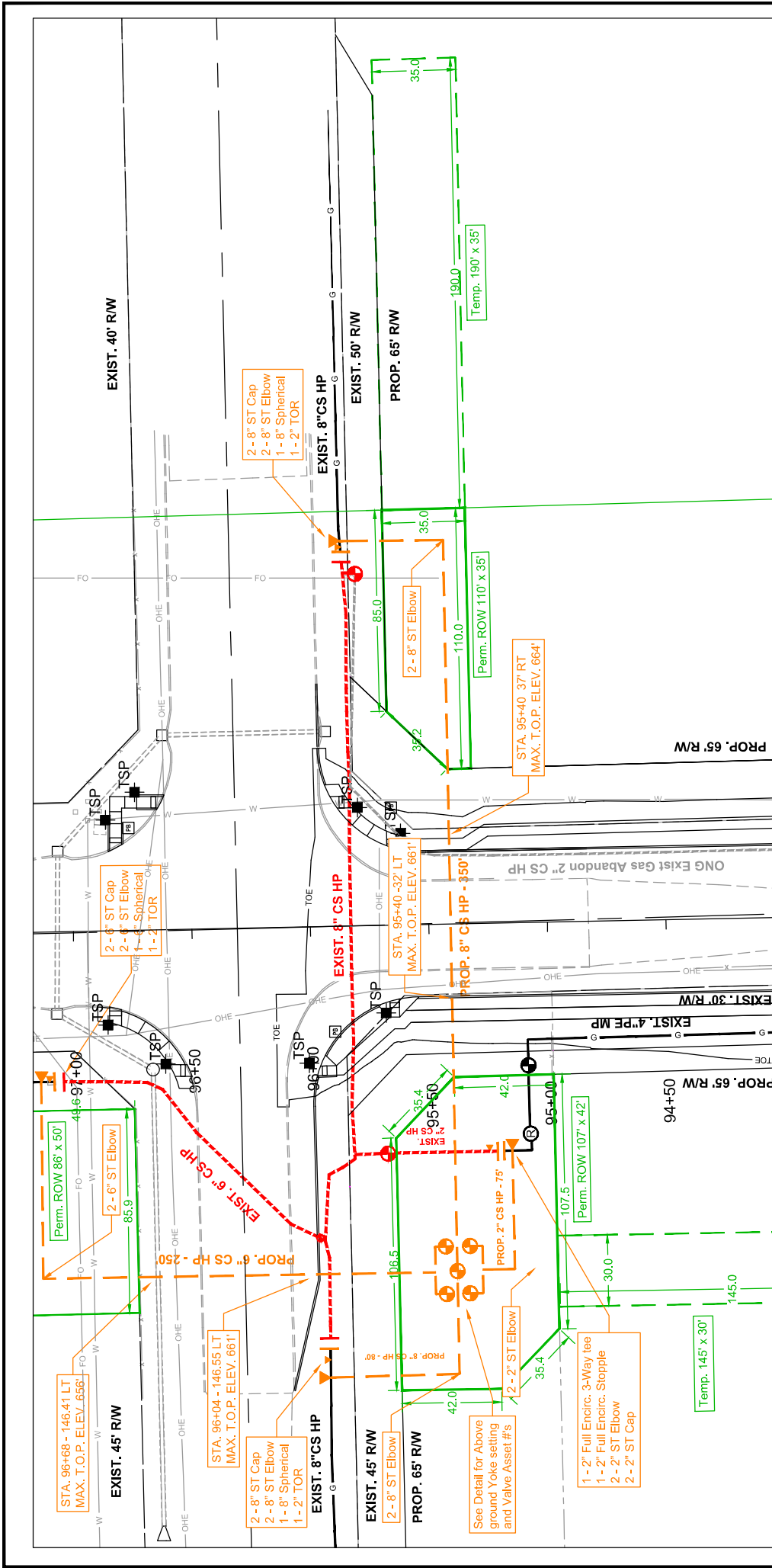
Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37650	1594080	CONTRACT	0	PIPE STEEL, ARO, 8.625 IN OD, 0.322 IN WT, X52, ERW, FB&E 14 - 16 ARO 20 MILS MINIMUM, DRL, AF 5L, 28.58 LBS PER FT, BEV		10694.1	430	FEET	99-008000290

- All Proposed pipeline to be installed a minimum of 4' below existing grade unless otherwise noted.
- All service lines to be 3/4" MDPE unless otherwise noted.



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OKLAHOMA NATURAL GAS
A Division of ONE Gas

MISSION
Providing reliable natural gas services to customers in Oklahoma.

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The customer's choice.

CORE VALUES
Ethics • Quality • Loyalty
Value • Service

OKLAHOMA NATURAL GAS COMPANY
CITY OF BROKEN ARROW

Tucson (121st) and Aspen (145th) Int.
ONG Ph. 2.0 HP
COBA PROJECT NO. ST2031 Ph. 2

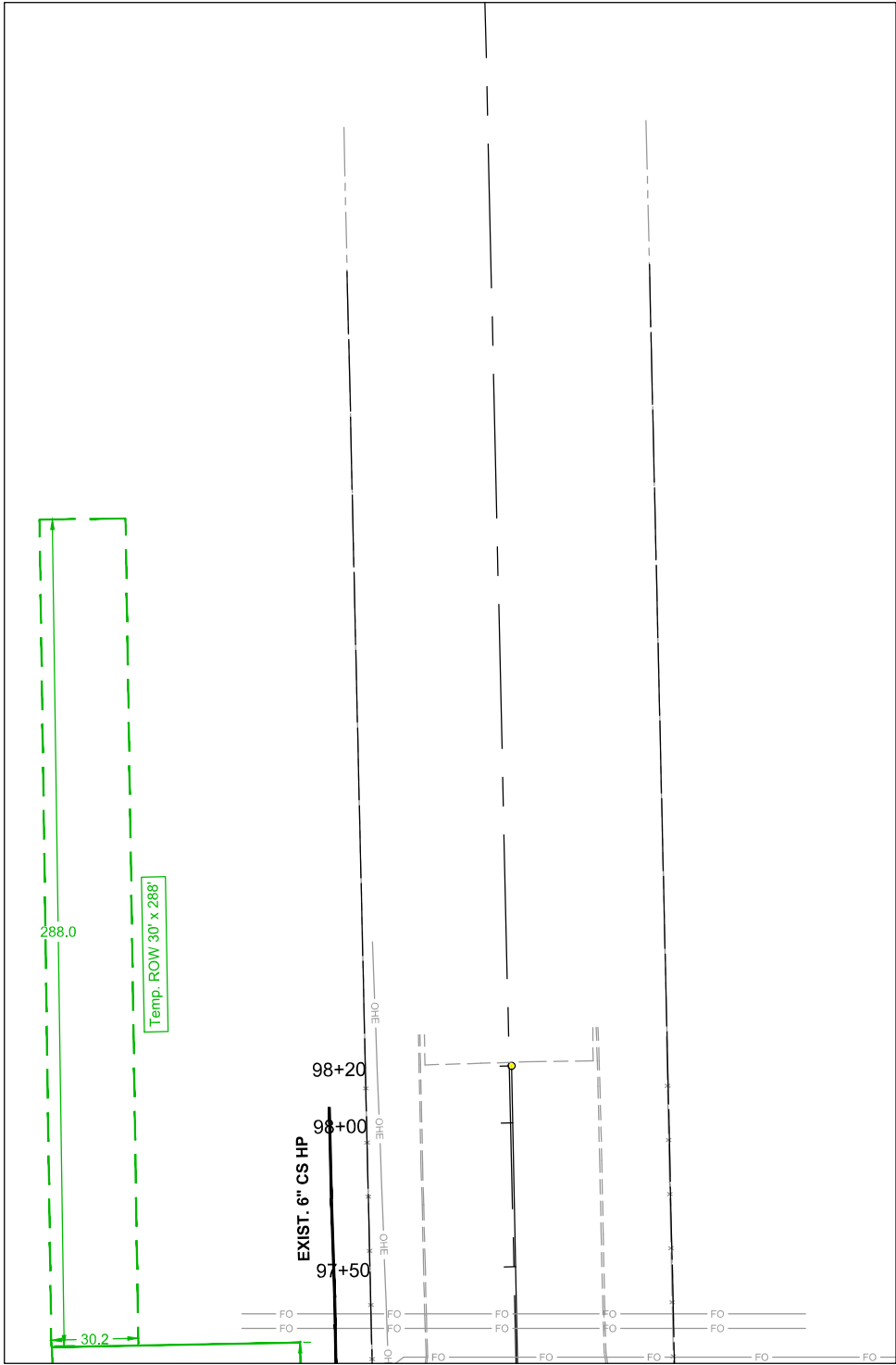
DESIGNED	S.H.	SURVEY	NONE	DATE	6/26/25
DRAWN	SUBI	JO#		SCALE	AS SHOWN
CHECKED				SHEET NO.	2
FILE NO.				DWG. NO.	OF 3

LEGEND

- EXIST. GAS (Abandoned Phase 1.1 & 1.2)
- PROP. GAS (HP)
- EXIST. GAS
- EXIST. GAS (Abandoned)
- PROP. GAS (MP)

SCALE: 1" = 40'

0 10 20 40



MISSION
Providing reliable natural gas services to customers in Oklahoma.

VISION
The customer's choice.

CORE VALUES
Ethics • Quality • Loyalty
Value • Service

OKLAHOMA NATURAL GAS
A Division of ONE Gas

LEGEND

- EXIST. GAS (Abandoned Phase 1, 1 & 1.2)
- PROP. GAS (HP)
- EXIST. GAS
- EXIST. GAS (Abandoned)
- PROP. GAS

OKLAHOMA NATURAL GAS COMPANY
CITY OF BROKEN ARROW

Tucson (121st) and Aspen (145th) Int.
ONG Ph. 2.0 HP
COBA PROJECT NO. ST2031 Ph. 2

DESIGNED		S.H.		SURVEY		DATE	
DRAWN		SUBI		JOB#		SCALE AS SHOWN	
CHECKED						SHEET NO.	
FILE NO.				DWG. NO.		OF	

PRINTS ISSUED

DATE	BY	ITEM	DATE	NO.	TO

REVISIONS

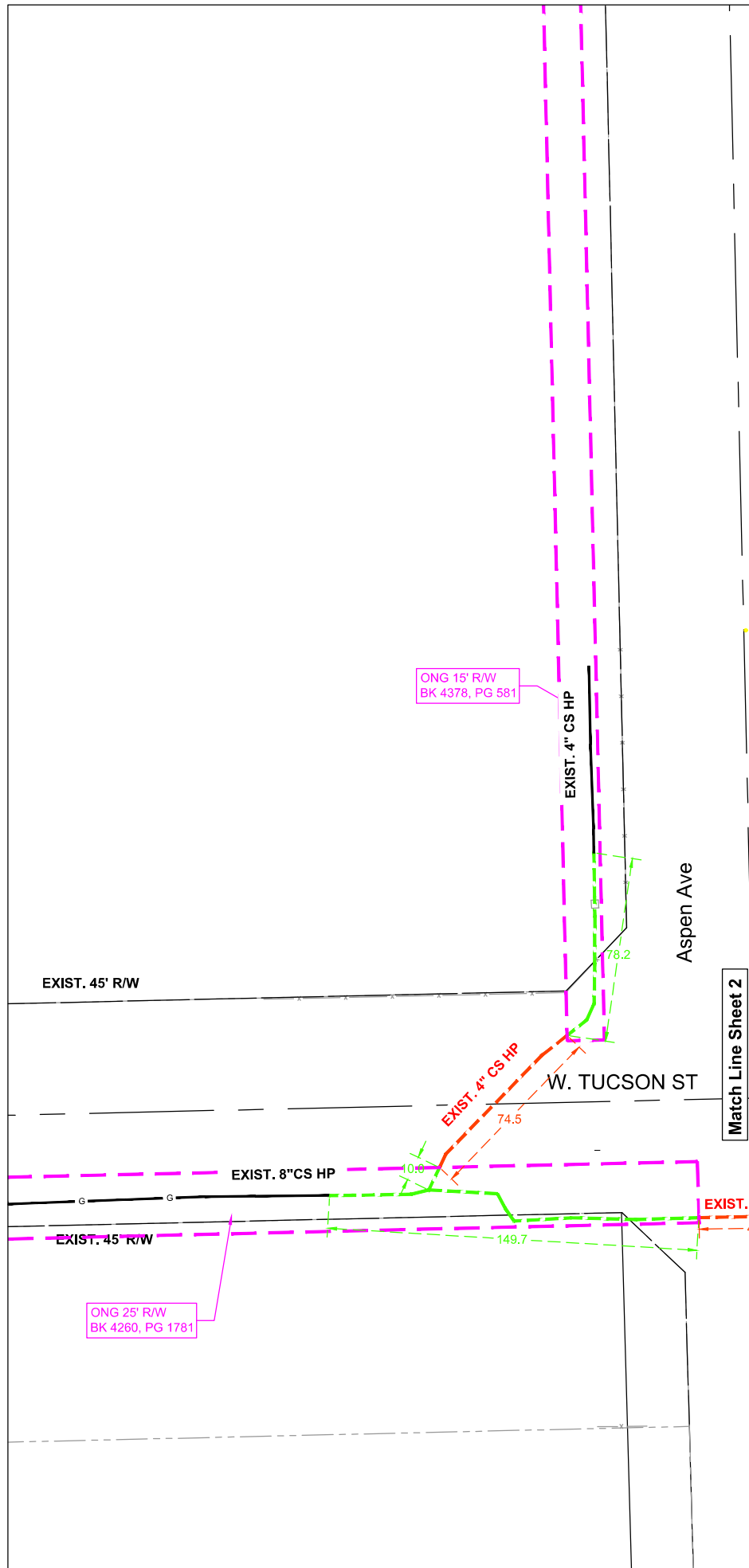
DATE	BY	ITEM	DATE	NO.	TO

Scale
0 10 20 40
SCALE: 1"=40'


North Arrow

Document ID: 166746971631622245671645456234687168863ad0116d676d4545

3



Match Line Sheet 2



OKLAHOMA NATURAL GAS
A Division of ONE Gas

MISSION
Providing reliable natural gas services to customers in Oklahoma.

VISION
The customer's choice.

CORE VALUES
Ethics • Quality • Loyalty
Value • Service

OKLAHOMA NATURAL GAS COMPANY			
CITY OF BROKEN ARROW			
ASPER AVENUE FROM JASPER TO TUCSON (Phase 2 ROW) COBA PROJECT NO. ST2031			
DESIGNED	S.H.	SURVEY	NONE
DRAWN	SUBII	JO#	
CHECKED			
FILE NO.		DWG. NO.	
			DATE 10/9/24
			SCALE AS SHOWN
			SHEET NO. 1
			OF 2

0 10 20 40

SCALE: 1"=40'

EXIST. GAS

EXIST. GAS (Abandoned)

10-10-1980 180 2415
01-00-1980 180 2415

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

My Commission expires _____ Notary Public.

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person UJO who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

My Commission expires _____ Notary Public.

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

My Commission expires _____ Notary Public.

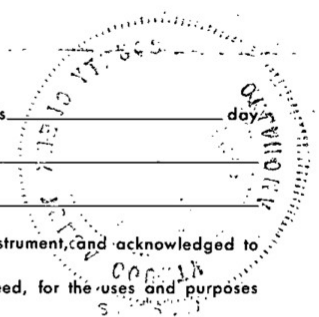
STATE OF _____
COUNTY OF _____ } ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of
_____, 19____, personally appeared _____

to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instru-
ment as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed,
and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires _____ Notary Public.



CORPORATION ACKNOWLEDGMENT

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

Glena B. Basse

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$ 10.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Tulsa

State of Oklahoma

and more particularly identified and described as follows, to-wit:

The south 25 feet of the north 50 feet of the east 330 feet of the E/2 E/2 NE/4

Section 4-T17N-R14E.

NOTARY PUBLIC
TULSA COUNTY
APR 23 AM 11:20
Glen Basse

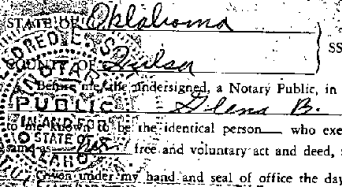
THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 48 inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

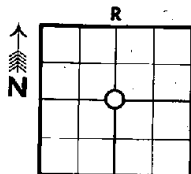
IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 12 day of April, 1977

Glena B. Basse
Glena B. Basse



My Commission Expires March 19, 1981

RECORDING DATA
TULSA COUNTY



Return to:
OKLAHOMA NATURAL GAS COMPANY
Land & Geological Department
Box 871
Tulsa, Oklahoma 74102

Negotiated by E. E. Smith

Line Tulsa Distb. J.O. 515-90-27 R/W

Entered Indexed



STATE OF OKLAHOMA,
COUNTY OF _____

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

My Commission expires _____

Notary Public.

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of
19____, personally appeared _____

to me known to be the identical person who subscribed the _____ and foregoing instru-
ment as his _____ and acknowledged to me that he executed the same as his free and voluntary act and deed,
and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires _____

Notary Public.

740142

FORM 428 (REV. 12-63)

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between David W. Livesay and Frank Livesay, Co-Administrators
of the Estate of M. D. Livesay, Deceased,

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Tulsa

State of Oklahoma, and more particularly identified and described as follows, to-wit: The West 15 feet of
the East 75 feet of the E/2 SE/4 and the East 75 feet of the E/4 NE/4 all in Section
33-T18N-R14E.

79 JAN 22 AM 10 32

J. M. M. COUNTY CLERK



THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 10 day of January, 1979.

David W. Livesay
David W. Livesay
Co-Administrator of the Estate of
M. D. Livesay, Deceased

Frank Livesay
Frank Livesay
Co-Administrator of the Estate of
M. D. Livesay, Deceased

APPROVED

1-11-79

J. M. M. COUNTY CLERK

STATE OF OKLAHOMA

COUNTY OF TULSA

Before me, the undersigned Notary Public, in and for the State aforesaid, on this 10 day of January, 1979, personally appeared David W. Livesay and Frank Livesay
to me known in the identical person SS who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and seal of office the day and year last above written.



Norma Ray
Notary Public

RECORDING DATA



Return to:
OKLAHOMA NATURAL GAS COMPANY
Right-of-Way & Damages Department
Box 871
Tulsa, Oklahoma 74102

Negotiated by D. J. Rentfrow Rods 180
Line B.A. Distb. J.O. 515-80-58 R/W#

Entered ND ✓ Indexed ✓

5.00



City of Broken Arrow

Request for Action

File #: 25-1461, **Version:** 1

Broken Arrow City Council
Meeting of: October 21, 2025

Title:

Approval of and authorization to execute an addendum to Order Form: HPA and Run-Out Services Agreement with Personify Health with an effective date of January 1, 2026

Background:

The City provides a comprehensive health program for its employees and eligible dependents. Since 1989, the City's plan has been self-insured. With this concept, the City contracts with a third-party administrator (TPA) to administer the plan and pay claims. The City has been utilizing Personify (formerly Gilsbar/HealthComp) as the plan administrator since 2022. With Personify TPA services, network utilization has been provided through HealthCare Highways, inside the state of Oklahoma, and Cigna, outside the state of Oklahoma.

The City's broker for health insurance services had gone to market to solicit proposals for network and third-party administration services for calendar year 2026 to ensure we partner with a network and TPA who operates in alignment with industry best practices, stays aware of marketplace advances, provides the most cost-effective services/discounts, and provides strong customer service and support to our employees. On September 16, 2025, the governing body approved Blue Cross Blue Shield of Oklahoma to provide medical insurance network and third-party administration services for the employee health plan.

Due to the termination of Personify Health on December 31, 2025 at 11:59pm, claims that are incurred prior to this date/time will still need to be processed through Personify as the TPA. These claims provided through Personify are called "run-out" claims/services. Services for these claims will be provided from January 1, 2026 through December 31, 2026, pursuant to the fee schedule in the run-out services agreement.

Staff recommends approval of the run-out services agreement to be effective January 1, 2026.

Cost: \$51,288.80

Funding Source: Group Health and Life Operational Budget Fund 661

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: Run-Out Services Agreement

Recommendation:

Approve an addendum to Order Form: HPA and Run-Out Services Agreement with Personify Health with an effective date of January 1, 2026

ADDENDUM TO ORDER FORM: HPA

This **ADDENDUM TO ORDER FORM: HPA**(“**Addendum**”), dated as of this 9th day of October, 2025, is entered into by and between City of Broken Arrow as Plan Sponsor and Plan Administrator (“**Sponsor**”) on the one hand and Personify Health Holding Company, LLC, and its subsidiaries including Personify Health Solutions, LLC, Benefit Administrative Systems, LLC, HealthComp, LLC, Benefit Assistance Company, LLC and MedCom Care Management, L.L.C. (each as applicable and as identified in the signature block below and each with a place of business located at 75 Fountain Street, Suite 310, Providence, RI 02902) (“**Personify Health**”) (each of Sponsor and Personify Health a “**Party**” and together the “**Parties**”), and relates to and supplements the current and in-effect Order Form: HPA, entered into by and between Personify Health and Sponsor (the “**Agreement**”).

WHEREAS, Personify Health and Sponsor entered into the Agreement in connection with Personify Health’s provision of administrative services for Sponsor’s self-funded employee welfare benefit plan pursuant to the Employee Retirement Income Security Act of 1974 as amended, (the “**Plan**”) for certain employees of Sponsor and for certain dependents of such employees (“**Participants**”);

WHEREAS, Sponsor wishes to terminate the Agreement effective 11:59p.m on December 31, 2025 (“**Termination Date**”) and Sponsor requests Personify Health to provide an extension of the Agreement to provide Services for claims that were incurred prior to the Termination Date but received after the Termination Date as described in the Run-Out Services Agreement attached hereto (“**Run-Out Services**”);

WHEREAS, the capitalized terms used in this Addendum and the Run-Out Services Agreement and not otherwise defined therein shall have the same meaning as set forth in the Agreement;

NOW, THEREFORE, in consideration of the Parties’ continued business relationship, foregoing premises and the mutual promises hereinafter contained, the sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Amendment. The Agreement is hereby amended as follows:
- a. By adding the following Run-Out Services Agreement as it relates to the terms and conditions of run-out services.
2. Entire Agreement. This Addendum, the Agreement, and the Business Associate Agreement (along with all exhibits, appendices, attachments, or amendments thereto) constitute the entire understanding between the Parties relating to the subject matter hereof and is hereby ratified and confirmed by the Parties. Except as expressly amended by this Addendum, the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Addendum as of the last date below.

CITY OF BROKEN ARROW

PERSONIFY HEALTH SOLUTIONS, LLC

By (Signature): _____
Name (Printed): _____
Title: _____
Date: _____

By (Signature): _____
Name (Printed): _____
Title: _____
Date: _____

Run-Out Services Agreement

This Run-Out Services Agreement shall be effective as of the “**Run-Out Order Start Date**” and, unless terminated in accordance with the Agreement and the Payment Terms & Conditions below, continue until the “**Run-Out End Date**” set forth in the table below (the “**Run-Out Period**”).

With respect to any conflict between the terms and conditions set forth in the Agreement and those in this Run-Out Services Agreement, the terms of this Run-Out Services Agreement shall apply but solely with respect to the service purchased and listed in the table entitled “Selected Services & Fees” below.

Selected Services & Fees								
Services	Run-Out Order Start Date	Run-Out Order End Date	Run-Out Term	Billing Unit	Current Administration /Access Fee	Average Eligibility for last 6 months of Services	Months of Services Billed	Total Price For Run-Out Services
Run-Out Services	01/01/2026	12/31/2026	12 Months	Flat Fee	\$17.01 PEPM	610	4	\$41,504.40
Cigna PPO Wrap Network Service Fees	01/01/2026	12/31/2026	12 Months	Flat Fee	\$4.01 PEPM	610	4	\$9,784.40
						Run Out Service Fees:		\$51,288.80

Payment Terms and Conditions:

1. Fees must be paid no later than thirty (30) days prior to the Run-Out Order Start Date.
2. All Services in the Agreement will continue through the Run-Out Period.
3. PERSONIFY HEALTH agrees to process under the Plan only those claims incurred prior to the Run-Out Order Start Date and received by PERSONIFY HEALTH on or prior to the Run-Out Order End Date.
4. Upon expiration of the Run-Out Period, claims will be returned to Sponsor at the address provided in the notice section of the Agreement.
5. The provisions of the Agreement, including the Data Security Exhibit and Business Associate Agreement shall apply and be applicable to the extent necessary for the all claims processed during the Run-Out Period.
6. Sponsor shall notify its Participants of the importance of filing all run-out claims as soon as possible. If any run-out claims are eligible for excess risk reimbursement, PERSONIFY HEALTH will file any claims eligible under any excess risk contract in force prior to the beginning of the Run-Out Period. For claims not covered by such excess risk contract, PERSONIFY HEALTH will have no responsibility, risk, liability or obligation to file any claim with any excess risk policy, but will provide relevant information on claims to Sponsor or to its designee, upon request, for use in making a claim to any excess risk reinsurance carrier for any reinsurance contract protecting such exposure.
7. Sponsor will notify PERSONIFY HEALTH immediately if Sponsor is experiencing difficulty funding run-out claims account. Additionally, if Sponsor initiates proceedings pursuant to any chapter of the U.S. Bankruptcy Code, whether voluntarily or involuntarily, Sponsor, upon the occurrence of any of these events, shall immediately notify PERSONIFY HEALTH, all Participants, and applicable governmental or regulatory authorities. Should the Sponsor fail to provide such notification, PERSONIFY HEALTH is authorized to provide such notification.
8. If Sponsor does not provide PERSONIFY HEALTH with the Run-Out Service Fees, as noted above, within 30 calendar days prior to the Run-Out Order Start Date, PERSONIFY HEALTH will cease processing run-out claims and will terminate this Addendum effective immediately.



City of Broken Arrow

Request for Action

File #: 25-1460, **Version:** 1

Broken Arrow City Council
Meeting of: October 21, 2025

Title:

Approval of and authorization to execute necessary documents with Tokio Marine HCC (HCC Life Insurance Company) to provide Stop Loss coverage for January 1, 2026 through December 31, 2026

Background:

The City's broker for health insurance services has reviewed renewals for stop loss coverage for employee health insurance. Stop loss coverage is an additional layer of protection for catastrophic or unpredictable losses. Stop loss coverage is purchased by employers who are self-insured under the employee benefit plan, but do not want to assume 100% of the liability for losses arising from the plan.

In mid-2023, staff and the insurance broker had an interest to change the current stop loss policy from a July 1 renewal date to a January 1 renewal date to align the stop loss alongside the medical plan. Accordingly, the City entered into a 6-month stop loss contract with Great Midwest Insurance Company (Skyward) on July 1, 2023, and subsequently renewed for calendar year 2024 and 2025.

For plan year 2026, quotes were reviewed for stop loss coverage by the Insurance Advisory Committee and staff (the parties). Changing from Skyward to Tokio Marine/HCC Life Insurance Company (Option 14) was recommended by the Insurance Advisory Committee and staff. Option 14 contract terms include a \$225,000 specific deductible/individual stop loss coverage, changing from \$175,000 from calendar year 2025. At each renewal, the stop loss carrier also reviews diagnoses and claims detail to assess any potential high-risk claimants that may exceed the stop loss deductible threshold in the coming year. At that time, the carriers reserve the right to increase the individual specific deductible to the plan for any unique individual member(s) with trigger diagnoses that could potentially exceed the base deductible of our desired amount. For Plan Year 2026, there is one individual laser that has a separate individual specific deductible set at \$260,000.

Additionally, the parties found it necessary to add aggregate stop loss coverage to our policy in the amount of \$2,000,000. Aggregate stop loss coverage kicks in when the health plan experiences an unexpected high volume of health claims across the entire participating population, rather than from a single, catastrophic individual claim. Aggregate coverage sets a ceiling on the total amount of money the city would have to pay out for all health claims combined during the policy year. If the total annual claims exceeds \$11,332,976.64, TMHCC would reimburse the city for those excess costs.

Based off of the review of premiums and expected claims, the parties recommend we enter into an agreement with TMHCC with a \$225,000 individual stop loss deductible, and \$2,000,000 aggregate coverage, for calendar year 2026.

Cost: estimated \$879,272 (premium only)

Funding Source: Group Health and Life Operational Budget Fund 661

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: Stop loss Renewal Spread

Recommendation:

Approval of and authorization to execute necessary documents with Tokio Marine HCC (HCC Life Insurance Company) to provide Stop Loss coverage for January 1, 2026 through December 31, 2026

.end

	Current
Medical Administrative Carrier	HealthComp
Medical Network	Healthcare Highways
PBM Vendor (if pharmacy carved out)	CVS
Stop Loss Carrier	Skyward
Employee Count	298
Family Count	339
Contract Terms	
Specific Deductible	\$175,000
Aggregating Specific	\$100,000
Aggregate Maximum	\$1,000,000
Aggregate Corridor	225%
Contract Terms	24/12
Administrative Fees PEPM	
Total Annual Administrative Premium	\$513,570
Change from Current	
Stop Loss Premiums PEPM	
Individual Stop Loss Premium PEPM	\$63.63
Individual Stop Loss Premium PEPM - Family	\$182.55
Aggregate Premium PEPM	\$0.00
Aggregate Premium PEPM Single	
Aggregate Premium PEPM - Family	
Agg Accommodation	
Total Annual Stop Loss Premium	\$970,154
Change from Current	
Additional Fixed Costs PEPM	
Remedy Health	\$90.00
TPA Set Up Fee	Included
PBM Interface Creation	Included
One-time Transition Credit / Implementation Credit	n/a
General Purpose Credit	\$0.00
Admin Fee Waiver 3 mth BCBS 1st yr	n/a
Carve-out Vendor/ Load Data for Med Mgt*	n/a
Carve-out Vendor/ Reverse Eligibility*	n/a
Carve-out Vendor/ Shared Accruals*	n/a
Claims Data Extract Sent To Outside Vendor*	n/a
Luminare Health Benefit Review Fee	n/a
Captive Cash Collateral	\$0.00
Rx Rebate Estimate	-\$164.44
Total Annual Additional Fixed Costs	-\$569,019
Change from Current	
Annual Fixed Costs Total	\$914,705
Change from Current	
Claims	
Expected Claims PEPM	\$1,331.00
Attachment Point	
Attachment Point - Family	
Annual Expected Claims	\$10,174,164
Annual Maximum Claims	\$0
Additional Liability	
Laser Liability	\$0
Contingent Laser Liability	\$0
Agg Spec Liability	\$100,000
Expected Annual Plan Cost	\$11,188,869
Change from Current	
Maximum Annual Plan Cost	
% Claims Fluctuation Margin	N/A
Claims Fluctuation Margin	
Budget	\$11,545,876
Change from Current	
Additional Costs Not Included In Budget	
PCORI Fees Est. (\$3.47 PMPY)	\$2,460
Additional Notes / Contract Details	

	Current
Medical Administrative Carrier	HealthComp
Medical Network	Healthcare Highways
PBM Vendor (if pharmacy carved out)	CVS
Stop Loss Carrier	Skyward
Employee Count	298
Family Count	339
Contract Terms	
Specific Deductible	\$175,000
Aggregating Specific	\$100,000
Aggregate Maximum	\$1,000,000
Aggregate Corridor	225%
Contract Terms	24/12
Administrative Fees PEPM	
Total Annual Administrative Premium	\$513,570
Change from Current	
Stop Loss Premiums PEPM	
Individual Stop Loss Premium PEPM	\$63.63
Individual Stop Loss Premium PEPM - Family	\$182.55
Aggregate Premium PEPM	\$0.00
Aggregate Premium PEPM Single	
Aggregate Premium PEPM - Family	
Agg Accommodation	
Total Annual Stop Loss Premium	\$970,154
Change from Current	
Additional Fixed Costs PEPM	
Remedy Health	\$90.00
TPA Set Up Fee	Included
PBM Interface Creation	Included
One-time Transition Credit / Implementation Credit	n/a
General Purpose Credit	\$0.00
Admin Fee Waiver 3 mth BCBS 1st yr	n/a
Carve-out Vendor/ Load Data for Med Mgt*	n/a
Carve-out Vendor/ Reverse Eligibility*	n/a
Carve-out Vendor/ Shared Accruals*	n/a
Claims Data Extract Sent To Outside Vendor*	n/a
Luminare Health Benefit Review Fee	n/a
Captive Cash Collateral	\$0.00
Rx Rebate Estimate	-\$164.44
Total Annual Additional Fixed Costs	-\$569,019
Change from Current	
Annual Fixed Costs Total	\$914,705
Change from Current	
Claims	
Expected Claims PEPM	\$1,331.00
Attachment Point	
Attachment Point - Family	
Annual Expected Claims	\$10,174,164
Annual Maximum Claims	\$0
Additional Liability	
Laser Liability	\$0
Contingent Laser Liability	\$0
Agg Spec Liability	\$100,000
Expected Annual Plan Cost	\$11,188,869
Change from Current	
Maximum Annual Plan Cost	
% Claims Fluctuation Margin	N/A
Claims Fluctuation Margin	
Budget	\$11,545,876
Change from Current	
Additional Costs Not Included In Budget	
PCORI Fees Est. (\$3.47 PMPY)	\$2,460
Additional Notes / Contract Details	



	Current	Option 14
Medical Administrative Carrier	HealthComp	BCBSOK
Medical Network	Healthcare Highways	BCBSOK
PBM Vendor (if pharmacy carved out)	CVS	CVS
Stop Loss Carrier	Skyward	TMHCC
Employee Count	298	298
Family Count	339	339
Contract Terms		
Specific Deductible	\$175,000	\$225,000
Aggregating Specific	\$100,000	\$0
Aggregate Maximum	\$1,000,000	\$2,000,000
Aggregate Corridor	125%	125%
Contract Terms	24/12	24/12
Administrative Fees PEPH		
Total Annual Administrative Premium	\$513,570	\$561,987
Change from Current		9%
Stop Loss Premiums PEPH		
Individual Stop Loss Premium PEPH	\$63.63	\$43.44
Individual Stop Loss Premium PEPH - Family	\$182.55	\$151.97
Aggregate Premium PEPH	\$0.00	\$0.00
Aggregate Premium PEPH Single		\$0.00
Aggregate Premium PEPH - Family		\$13.83
Agg Accommodation		
Total Annual Stop Loss Premium	\$970,154	\$879,272
Change from Current		-9%
Additional Fixed Costs PEPH		
Remedy Health	\$90.00	\$90.00
TPA Set Up Fee	Included	Included
PBM Interface Creation	Included	
One-time Transition Credit / Implementation Credit	n/a	-\$25,000
General Purpose Credit	\$0.00	\$0
Admin Fee Waiver 3 mth BCBS 1st yr	n/a	-\$84,676
Carve-out Vendor / Load Data for Med Mgt*	n/a	\$5,000
Carve-out Vendor / Reverse Eligibility*	n/a	\$4,000
Carve-out Vendor / Shared Accruals*	n/a	\$2,000
Claims Data Extract Sent To Outside Vendor*	n/a	\$2,200
Luminaire Health Benefit Review Fee	n/a	\$0.00
Captive Cash Collateral	\$0.00	\$0.00
Rx Rebate Estimate	-\$164.44	-\$164.44
Total Annual Additional Fixed Costs	-\$569,019	-\$665,496
Change from Current		-14%
Annual Fixed Costs Total	\$914,705	\$775,763
Change from Current		-13%
Claims		
Expected Claims PEPH	\$1,331.00	\$1,577.70
Attachment Point		\$844.82
Attachment Point - Family		\$2,043.34
Annual Expected Claims	\$10,174,164	\$12,059,939
Annual Maximum Claims	\$0	\$11,332,977
Additional Liability		
Laser Liability	\$0	\$35,000
Contingent Laser Liability	\$0	\$0
Agg Spec Liability	\$100,000	\$0
Expected Annual Plan Cost	\$11,188,869	\$12,870,702
Change from Current		\$1,681,833
		15%
Maximum Annual Plan Cost	N/A	\$12,143,740
% Claims Fluctuation Margin		0%
Claims Fluctuation Margin		\$0
Budget	\$11,545,876	\$12,870,702
Change from Current		\$1,324,826
Change from Current		11%
Additional Costs Not Included in Budget		
PCORI Fees Est. (\$3.47 PMPY)	\$2,460	\$2,460
Additional Notes / Contract Details		
		NNL + 50% Rate Cap One Laser at \$260k on 12/12 contract



City of Broken Arrow

Request for Action

File #: 25-1442, **Version:** 1

**Broken Arrow City Council
Meeting of: 10-21-2025**

Title:

Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000 or less

Background:

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

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

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

- Professional Consultant Services Agreement to perform survey services for the Millicent Pond II subdivision drainage improvements - Tulsa Engineering and Planning Associates, Inc.
- Professional Consultant Services Agreement Amendment 1 to perform survey services for the Radio Communications Tower - CEC
- Professional Consultant Services Agreement with GEODECA LLC to perform limited topographic survey services for Fire Station 7 parking lot repair

Cost:

1. \$3,000.00
2. \$9,300.00
3. \$2,350.00

Funding Source: 2018 General Obligation Bond

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

Approved By: City Manager's Office

Attachments:

1. 20251006-SurveyAgreement.Executed-SW26120
2. 202251008 - Survey. Amendment1.Executed - 191713
3. 20251014 - Fire Station 7 Survey Executed - 2635020

Recommendation:
No Action Required

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
MILLICENT POND II DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26120**

1. PROFESSIONAL SERVICE PROVIDER:

- a. Name: Tulsa Engineering and Planning Associates, Inc.
- b. Telephone No.: 918.252-9621
- c. Address: 9810 E. 42nd St., Suite 100

2. PROJECT TITLE AND LOCATION: MILLICENT POND II DRAINAGE IMPROVEMENTS. PROJECT LOCATED ON PROPERTY TO THE EAST ABUTTING THE REAR LOTS 1-7 BLOCK 4 AND LOTS 40-42 BLOCK 3 IN THE MILLICENT POND II SUBDIVISION. MILLICENT POND II IS LOCATED EAST OF OLIVE AVE. AND SOUTH OF HOUSTON ST.

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

4. Compensation: Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Three Thousand and No/100 (\$3,000.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within thirty (30) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service

Provider and the City on the hours required for the work item.

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

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

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

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

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

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

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

11. Electronic Signatures:

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services

Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the City's requirements for submission of electronically signed and/or submitted documents.

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

By: Michael L. Spurgeon

Michael L. Spurgeon, City Manager

Date: 9/30/25

Attest: Curtis Green
City Clerk [Seal]

Date: 10/6/2025



Professional Service Provider:
Company

By: Russell K. Fischer
Name:

Russell K. Fischer

Title: President

Date: 09/30/2025

Attest: Kirk Richardson
By:

Name: Kirk Richardson

Title: Secretary/Treasurer

Date: 09/30/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

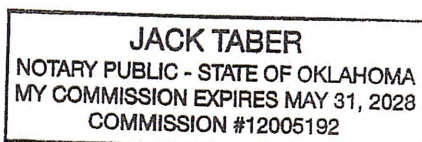


VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 30th day of September 2025, personally appeared Russell K. Fischer, known to me to be the President of Tulsa Engineering & Planning Associates, Inc., to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

[Signature]
Notary Public



**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
MILLICENT POND II DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26120**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services located along an unplatted tract along the rear lot line of Lots 1-7, Block 4 and Lots 40-42, Block 3 in the Millicent Pond II Subdivision. Survey is a 635 LF x 50 ft. strip along the rear lot line of above referenced lots in the City of Broken Arrow. Services performed to include a full topographic survey of approximately 0.73 acres for drainage improvements. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

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

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

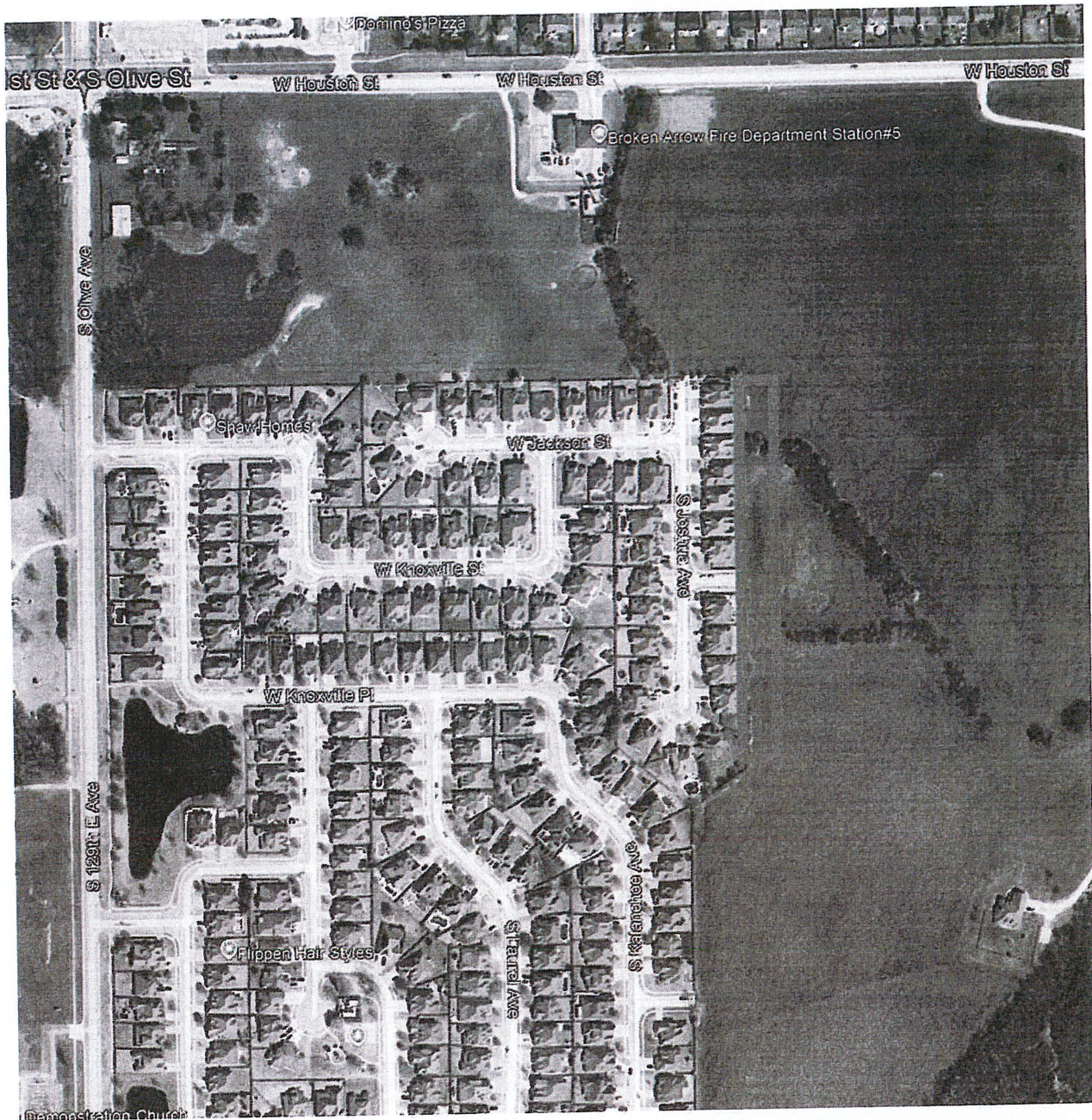
SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 The Professional Service Provider shall provide a full topographic survey of approximately 0.73 acres on an unplatted tract adjacent to the Millicent Pond II subdivision (see EXHIBIT 1 attached). Professional Surveying services shall also include: providing survey control and benchmarks; locating above ground improvements and utilities; locating below ground utilities based upon OKIE locates and information provided for utilities; site surveying; exhibits; and other surveying related services. See attached Exhibits 1 for location/footprint.

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

[END OF ATTACHMENT A]

EXHIBIT 1: SURVEY LIMITS



**AMENDMENT NO. 1
TO
CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
DATED: AUGUST 26, 2025
PROJECT NAME: RADIO COMMUNICATION TOWER SURVEY
PROJECT LOCATION: E 131ST ST S AND S ASPEN AVE
PROJECT NUMBER: 191713**

1. Professional Service Provider:

- a. Name: CEC Corporation
- b. Telephone No.: 918.663.9401
- c. Address: 1300 S Main Street, Tulsa, OK 73119

2. Amendment(s):

The contract identified above ("Original Agreement") is amended as follows:

Paragraph 4., titled Compensation:, is amended to read as follows:

Professional Service Provider shall be compensated in a lump sum and the total compensation under this contract is Not to Exceed Six Thousand Seven Hundred and No/100 (\$6,700.00) for the original Scope of Professional Services rendered. And shall be compensated in a lump sum and the total compensation under this contract is Not to Exceed Nine Thousand Three Hundred and No/100 (\$9,300.00) for the amended Scope of Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

Attachment A Paragraph 3.0, titled SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:, is amended to read as follows:

3.1 The Professional Service Provider shall provide a full topographic survey of the area highlighted in Exhibit A of Attachment B. Professional Surveying services shall include:

- 3.1.1 Use or tie into Control Points established in CEC job #190376
- 3.1.2 Establish two (2) benchmarks in project vicinity and run differential level loop
- 3.1.3 Provide topographic survey services to include the following existing surface features: roads, curbs, drives, sidewalks, buildings, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, and visible and/or marked utilities
- 3.1.4 Utilities: "OKIE811" will be contacted at least two (2) weeks prior to survey and the locations as marked will be obtained.
 - 3.1.4.1 CEC will contact members listed on the OKIE ticket, request utility atlas

maps, and plot atlas maps as “per atlas map” if said maps are provided to CEC by the Utility Owner.

- 3.1.4.2 CEC is NOT responsible for unmarked or mismarked utilities
- 3.1.4.3 Utility information will be placed in the Civil 3d and/or AutoCAD drawing.
- 3.1.5 Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of survey limits)
- 3.1.6 Cross sections at 50’ density including applicable break lines
- 3.1.7 Contours at 1.0’ minimum density
- 3.1.8 FEMA Flood Zones and Classifications (see Exhibit “B” for FEMA Map)
 - 3.1.8.1 Depict flood zone generated from FEMA.gov by scaling map and graphic plotting only
- 3.2 The Professional Service Provider shall provide a Lease Legal Description and Exhibit Preparation of the area highlighted in Exhibit A of Attachment B. Professional Surveying services shall include:
 - 3.2.1 Document Research
 - 3.2.1.1 Research deeds, plats, and other documents from County Clerk’s and Assessor office / websites or through an abstractor/land services company
 - 3.2.2 Boundary Control Research
 - 3.2.2.1 Research section lines and/or property corners to be able to sufficiently tie down the lease to the proposed tower location
 - 3.2.3 Prepare legal description and exhibit at coordinates provided by CLIENT in attached Site Plan (Exhibit “B”)
 - 3.2.4 Prepare legal description and exhibit for one (1) roadway ingress/egress easement and one (1) power easement
- 3.3 The Professional Service Provider shall provide a Utility Easement Plotting of the area highlighted in Exhibit A of Attachment B. Professional Surveying services shall include:
 - 3.3.1 Document Research
 - 3.3.1.1 Research deeds, plats, utility easements, and other documents from County Clerk’s and Assessor office / websites or through an abstractor/land services company
 - 3.3.2 Depict Utility Easements within Survey Limits (Exhibit “A”)
- 3.4 The Professional Service Provider shall provide a FAA 1A or 2C Certification Professional Surveying services shall include:
 - 3.4.1 Prepare 1A or 2C Certification detailing horizontal and vertical accuracy at latitudes and longitude provided by CLIENT
- 3.5 DELIVERABLES
 - 3.5.1 Civil 3d file and AutoCAD file of all above items
 - 3.5.2 Topographic Survey sheet in pdf format (upon request)
 - 3.5.3 Survey Control and Topographic Survey Certifications
 - 3.5.4 Proposed lease and easement in PDF format
 - 3.5.5 1A or 2C Certificate in PDF format

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

Attachment B Exhibit A is amended to show as follows:



IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:
CEC Corporation

By: Michael Spurgeon
Michael L. Spurgeon, City Manager

By: Samuel McGee
Signature

Date: 10/8/2025

Title: SURVEY DEPARTMENT MANAGER
Name: CEC
Office: OKLAHOMA CITY

Attest: Curtis Green
City Clerk [Seal]



Date: 10.7.25

Date: 10/8/2025

Attest: [Signature]
By: [Signature]
Signature or Corporate Seal

Title: Survey Crew Chief
Name: CEC
Office: OKlahoma city
Date: 10-7-25

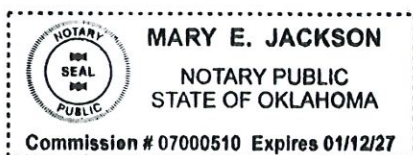
Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 7th day of October 2025,
—, personally appeared Samuel McGee, known to me to be the
(President, Vice-President, Corporate Officer, Member, Partner or Other: Manager
(Please circle or specify)) of CEC Corporation to be the identical person who executed the within
and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and
voluntary act and deed for the uses and purposes therein set forth.



Mary E. Jackson
Notary Public

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
FIRE STATION 7 SITE REPAIRS
PROJECT NUMBER: 2635020**

1. PROFESSIONAL SERVICE PROVIDER:

- a. Name: GEODECA LLC
- b. Telephone No.: 918-949-4064
- c. Address: 6028 S 66TH E Ave, Tulsa, OK 74145

2. PROJECT TITLE AND LOCATION: BROKEN ARROW FIRE STATION 7 SITE REPAIRS LOCATED ON WASHINGTON BETWEEN ELM AND 9TH STREET

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

4. Compensation: Professional Service Provider shall be compensated a lump sum of Two Thousand Three Hundred Fifty and No/100 (\$2,350.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within twenty one (21) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

7. Insurance: The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation

and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

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

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

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

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

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

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

11. Electronic Signatures:

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

Professional Service Provider:

Company

By: Michael Spurgeon
Michael Spurgeon, City Manager

By: Russell Menden
Name:

Date: 10/15/2025

Title: LLC MEMBER, PLS

Attest: Curtis Green
City Clerk [Seal]

Date: 10-11-2025

Date: 10/15/2025

Attest: Cain Hughes
By: Managing Member
Title:

Date: 10/14/2025

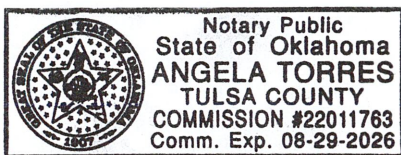
Approved as to form:

D. Graham Parker 10/15/2025
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 14th day of October 2025, personally appeared Carrie A. Muzika, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Managing Member (Please circle or specify) of Company to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



[Signature]
Notary Public

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
FIRE STATION 7 SITE REPAIRS
PROJECT NUMBER: 2635020**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with Broken Arrow Fire Station 7. Services performed to include a limited topographic survey of approximately 95 feet x 185 feet area, as specified by Wallace Engineering, for repair of the Southwest section of the parking lot. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

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

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

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

3.1 The Professional Service Provider shall provide a limited topographic survey of approximately 95 feet x 185 feet area, as specified by Wallace Engineering, for repair of the Southwest section of the parking lot. Professional Surveying services shall also include height and location of curbs, location of sidewalks, drainage structures and edge of parking lot.

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

[END OF ATTACHMENT A]



City of Broken Arrow

Request for Action

File #: 25-1361, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Approval of and authorization to donate a quantity of decommissioned office phones to a nonprofit information technology organization that specializes in providing information technology for other nonprofits

Background:

As approved by City Council, the City has implemented a modern, cloud-based telephone system after the previous legacy telephone system surpassed its end of life. As the older Cisco made telephone devices are not compatible or able to be used in any capacity, they have been retired from service. The IT Department recommends donating this equipment for the following reasons:

- **Limited Internal Utility:** The devices are incompatible with the City's current phone system and cannot be repurposed for internal use.
- **Secondary Market Value:** While the devices may retain some residual value on the secondary market, realizing that value would require the City to identify a buyer, manage the sale process, and ensure compliance with applicable surplus property procedures.
- **Administrative Efficiency:** Donation offers a more expedient and resource-efficient method of disposition, avoiding the administrative burden associated with resale.
- **Public Benefit:** The proposed recipient is a nonprofit IT organization that refurbishes and redistributes technology to nonprofit organizations within the county. This donation would support digital inclusion efforts and align with the City's broader community engagement and sustainability goals.

Cost: \$

Funding Source: N/A

Requested By: Scott Carr, IT Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:

Approve and authorize the donation of a quantity of decommissioned office phones to a nonprofit information technology organization that specializes in providing information technology for other nonprofits



City of Broken Arrow

Request for Action

File #: 25-1471, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Approval of and authorization to purchase loose equipment for two fire apparatus from various listed vendors, pursuant to the Oklahoma State Contract, HGAC, and Sourcewell buying groups

Background:

The City of Broken Arrow placed an order for two Pierce fire trucks in July of 2023 with the prepay option resulting in significant savings. The two apparatuses are expected to begin construction early next year with completion at the end of the year.

The Fire Department is seeking authorization to purchase the loose equipment necessary to outfit the new trucks including hose, hardware, and hand tools. The purchase will be completed using the Oklahoma State Contract, HGAC, and Sourcewell buying groups respectively. The funding source will be the 2018 General Obligation Bond project dedicated to the purchase of fire trucks and equipment.

Cost: \$124,877.03

Funding Source: 2018 General Obligation Bond

Requested By: Jeremy Moore, Fire Chief

Approved By: City Manager's Office

Attachments: Equipment Spreadsheet

Recommendation:

Approve and authorize the purchase of loose equipment for two fire apparatus from various listed vendors, pursuant to the Oklahoma State Contract, HGAC, and Sourcewell buying groups.

New Engine Item Quote

Item Desc	Brand	Qty.
Pro-Flow 4.0" x 100' LDH Rubber	Key Hose	24
Pro-Flow 4.0" x 50' LDH Rubber	Key Hose	4
Pro-Flow 4.0" x 25' LDH Rubber	Key Hose	2
Key Hose Combat Sniper RED 1.75" x 50'	Key Hose	12
Key Hose Combat Sniper Orange 1.75" x 50'	Key Hose	12
Key Hose Combat Sniper BLUE 1.75" x 50'	Key Hose	12
Key Hose Combat Ready Green 2.5" x 50'	Key Hose	12
Key hose BIG 10 WHITE 2.5" x 50'	Key Hose	12
Key hose BIG 10 WHITE 1.75" x 50'	Key Hose	6
1.5" Mid Range XD Chief 160@50psi Fog	Elkhart	6
1.5" High Range XD Chief 265@50 psi Fog	Elkhart	2
XD Chief Shutoff 0033XD02	Elkhart	10
Short Foam Expansion Tube	Elkhart	2
1.5" FNH x 2.5" MNH Increaser	Elkhart	2
2.5" FNHT x 1.5" MNPSH Swivel Bell Reducer	Elkhart	4
1.5" Smooth Bore Short barrel 7/8" tip (187-XD)	Elkhart	8
1.5" Smooth Bore LONG barrel 1 1/8" tip (188-XD)	Elkhart	4
2.5" to 2.5" gated wye compact short handle	Any	2
45 degree below w/ drain	Elkhart	2
2.5" inline pressure gauge	Elkhart	2
Piercing nozzle 2.5" inlet	Any	2
S54R445-H52 4" storz x 4.5" NH swivel	Kochek	6
S60S54-H52 5" storz x 4" Storz rigid	Kochek	4
S54R44-H52 4" storz x 4" NH swivel	Kochek	2
S36S425-H52 4" storz x 2.5" NH Male rigid	Kochek	2
S54R425-H52 4" storz x 2.5" NH female swivel	Kochek	6
Hydrant Gate Valve	Harrington	4
Large diameter screw type Hose clamp	Any	2
4ft Pike Pole D-handle	Any	2
4ft Drywall Hook D-handle	Any	2
6ft NY Roof hook	Firehooks Unlimited	2
8ft Colorado hook	Firehooks Unlimited	2
3ft Pinch Point Prybar	Any	2
10lb sledge hammer	Nupla	2
PIG Pickhead 32" nothched, any color handle	PIG	2
Lockslot 8 axe	Firehooks Unlimited	2
Halligan 30" Probar	Firehooks Unlimited	2
Salvage Covers 12'x14'	Any	4
36" Bolt Cutter	Any	2
Elkhart 282-A Mini Stream Shaper	Elkhart	2
RAM XD Deluge tip- 181-A 1.25"	Elkhart	2
RAM XD portable monitor 8296	Elkhart	2
RAM XD mounting bracket 8296-MB	Elkhart	2
200' CMC Reflective RIT	CMC	2

TFT Oasis 4-way Valve with 4" Storz connections	TFT	2
16' Duo Safety Wall Ladder 850-A	Duo Safety	1
16' 850-A end caps	Duo Safety	1
16' 850-A Prong feet	Duo Safety	1
LDH Strap LDH-01YL	Any	4
Tempest VS-1.2D Dewalt 910-1860B	Tempest	1
Irons Lok K5003	PAC Tool	2
Handlelok-1004 Yellow	PAC Tool	20
HookLok-1001	PAC Tool	20
Can Harness CH-312	Firehooks Unlimited	2
Car Entry Kit	Any	2
Step Chocks	Any	4
Seek Thermal Camera AttackPro+	Seek	1
Husky Hall Runners	Husky	4
AMKUS, iCT716 Combi	Amkus	1
AMKUS KNO194-KIT COMBI Extended Tip	Amkus	1
AMKUS IBATTFFV-9 20/60 9AH Battery	Amkus	2
AMKUS iCHARGE-4 Fast 4 Bank Charger	Amkus	1
Shipping		
59CC Chainsaw MS362C-M		
Cutoff Machine 14"		
EU2200I Generator		
EU2200I Generator		
XQ-M78B XL-85M, 700/800 MHZ Mobile	L3 Harris	2
XQ-PL8Y Encryption Lite feature	L3 Harris	2
XQ-PL4F Phase 2 TDMA feature	L3 Harris	2
XQ-PKG8F 256-AES, 64-DES Encryption feature	L3 Harris	2
XQ-PL4L Single Band 7/800 feature	L3 Harris	2
XQ-PKGPT P25 Trunking feature package	L3 Harris	2
XQ-MC6A XL Standard Mobile Microphone	L3 Harris	2
XQ-AN3H 700/800, 900, 3DB Antenna Element	L3 Harris	2
XQ-AN6U Standard Roof Mount Low Loss Antenna Base	L3 Harris	2
XQ-LS6A External Mobile Speaker	L3 Harris	2
XQ-CA6F XL Mobile Speaker Cable Accy	L3 Harris	2
XQ-MA4F XL-85 Mobile Universal Mounting Kit	L3 Harris	2
XQ-CA6D XL-CH Power Cable	L3 Harris	2
XQ-ZM2Z XL-85M Remote Control HD Conversion Kit	L3 Harris	2
YZ-SP2X Radio Refresh 2.0 Trade In	L3 Harris	2
GPSB5G Multiband GPS Antenna		2
C29T-8SJ 8m Cable Assembly		2
C32SP-8T 8m Cable Assembly		2
C23FP-8T		2
Shipping		

Havis Mounting Plate for Notebook	DELL	2
Havis Vehicle Mount for Notebook	DELL	2
Havis Docking Station	DELL	2

Total by Vendor

Total of All Orders	\$	124,877.03
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Item Type	Nafeco (HGAC)	Banner (State Contract)	MES (Sourcewell)	Davenport (State Contract)
Fire Hose	\$ 19,632.00	\$ 19,941.60	N/A	
Fire Hose	\$ 2,196.00	\$ 2,203.20	N/A	
Fire Hose	\$ 860.00	\$ 995.10	N/A	
Fire Hose	\$ 3,678.00	\$ 3,564.00	N/A	
Fire Hose	\$ 3,678.00	\$ 3,564.00	N/A	
Fire Hose	\$ 3,678.00	\$ 3,564.00	N/A	
Fire Hose	\$ 5,220.00	\$ 5,148.00	N/A	
Fire Hose	\$ 2,751.00	\$ 3,108.00	N/A	
Fire Hose	\$ 1,093.50	\$ 1,226.70	N/A	
Nozzle/Appliance	\$ 3,798.00	\$ 4,182.00	\$ 6,283.86	
Nozzle/Appliance	\$ 1,605.30	\$ 1,721.04	\$ 2,340.00	
Nozzle/Appliance	\$ 4,737.50	\$ 5,067.50	\$ 4,991.50	
Nozzle/Appliance	\$ 1,131.50	\$ 1,210.50	\$ 1,194.00	
Nozzle/Appliance	\$ 374.60	\$ 401.00	\$ 394.45	
Nozzle/Appliance	\$ 869.20	\$ 975.20	\$ 752.00	
Nozzle/Appliance	\$ 1,496.00	\$ 1,599.92	\$ 1,576.00	
Nozzle/Appliance	\$ 934.60	\$ 999.96	\$ 988.00	
Nozzle/Appliance	\$ 1,268.00	\$ 1,231.00	\$ 1,350.00	
Nozzle/Appliance	\$ 703.50	\$ 753.00	\$ 742.00	
Nozzle/Appliance	\$ 922.00	\$ 984.00	\$ 1,040.00	
Nozzle/Appliance	\$ 1,624.00	\$ 2,560.00	\$ 5,000.00	
Nozzle/Appliance	\$ 1,198.80	\$ 1,283.94	\$ 1,278.00	
Nozzle/Appliance	\$ 893.00	\$ 955.96	\$ 980.00	
Nozzle/Appliance	\$ 395.20	\$ 423.00	\$ 420.00	
Nozzle/Appliance	\$ 266.00	\$ 284.00	\$ 282.00	
Nozzle/Appliance	\$ 925.80	\$ 1,013.40	\$ 984.00	
Nozzle/Appliance	\$ 1,488.00	\$ 1,451.20	\$ 1,584.00	
Hose Clamp	\$ 1,080.00	\$ 973.00	\$ 1,140.00	
Hand Tool	\$ 153.00	\$ 153.00	\$ 203.70	
Hand Tool	\$ 205.00	\$ 372.50	\$ 338.00	
Hand Tool	\$ 276.00	\$ 262.50	\$ 278.00	
Hand Tool	\$ 345.00	\$ 345.00	\$ 376.00	
Hand Tool	\$ 86.00	\$ 85.00	\$ 114.00	
Hand Tool	\$ 123.00	\$ 112.50	\$ 146.00	
Hand Tool	\$ 480.00	\$ 469.50	\$ 514.00	
Hand Tool	\$ 292.00	\$ 284.00	\$ 306.00	
Hand Tool	\$ 540.00	\$ 518.00	\$ 538.00	
Salvage	\$ 512.00	\$ 805.80	\$ 528.00	
Hand Tool	\$ 156.00	\$ 144.50	\$ 230.00	
Nozzle/Appliance	\$ 492.00	\$ 527.00	\$ 536.00	
Nozzle/Appliance	\$ 548.20	\$ 601.02	\$ 596.00	
Nozzle/Appliance	\$ 6,320.00	\$ 6,869.10	\$ 6,942.00	
Nozzle/Appliance	\$ 476.00	\$ 508.00	\$ 570.00	
Rope	\$ 298.00	\$ 300.00	\$ 612.00	

Nozzle/Appliance	\$ -	\$ -	\$ -
Ladder	\$ 565.00	\$ 577.00	N/A
Ladder	\$ 70.00	\$ 66.00	N/A
Ladder	\$ 70.00	\$ 66.00	N/A
	\$ 330.00	\$ 352.00	\$ 364.00
	\$ 5,348.00	\$ 5,989.00	\$ 5,416.00
	\$ 550.00	\$ 540.00	\$ 532.00
	\$ 780.00	\$ 874.00	\$ 796.80
	\$ 630.00	\$ 694.00	\$ 662.60
	\$ 130.00	\$ 130.00	\$ 138.66
	\$ 124.00	\$ 234.00	N/A
	\$ 460.00	\$ 459.00	\$ 490.00
	\$ 4,290.00	N/A	\$ 4,348.00
	\$ 210.00	\$ 371.60	\$ 252.00

Davenport (State Contract)

Extrication	\$ 14,190.00
Extrication	\$ 1,409.00
Extrication	\$ 404.00
Extrication	\$ 334.00
	\$ 400.00

Radio
Radio
Radio
Radio
Radio
Radio
Radio
Radio
Radio
Radio
Radio
Radio
Radio
Radio
Radio
Radio

GPS
GPS
GPS
GPS

MDT Mount
MDT Mount
MDT Mount

\$	68,819.50	\$	22,437.20	\$	1,284.00	\$	16,737.00
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Vendor

Smith Farm & Garden BA Lawn and Garden Bloss

L3 Harris

Rok Brothers Inc. DELL

Smith Farm & Garden BA Lawn and Garden Bloss

\$ 815.99	\$ 875.00	\$ 1,614.00
\$ 1,167.99	\$ 1,250.00	\$ 2,310.00
\$ 2,398.00	\$ 1,050.00	No quote
\$ 2,398.00	\$ 1,050.00	No quote

L3 Harris

\$ 3,700.00
\$ -
\$ 407.00
\$ 1,161.80
\$ -
\$ 1,776.00
\$ 155.40
\$ 111.00
\$ 118.40
\$ 88.80
\$ 177.60
\$ 370.00
\$ 128.76
\$ 1,110.00
\$ (800.00)

Rok Brothers Inc.

\$ 299.50
\$ 94.38
\$ 76.34
\$ 65.54
\$ 14.89

DELL

\$	143.72
\$	572.78
\$	1,743.44

\$	1,983.98	\$	2,100.00	\$	8,504.76	\$	550.65	\$	2,459.94
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City of Broken Arrow

Request for Action

File #: 25-1440, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-25

Title:

Approval of and authorization to purchase one BMW motorcycle for the Police Department traffic division from Eurotek BMW

Background:

BMW motorcycles are recommended for numerous reasons. The BMW brand consistently outperforms other police motorcycles in training and real-world scenarios. BMW motorcycles are also more efficient, cheaper to maintain, and have service locations within the state of Oklahoma. The Police Department has utilized the BMW motorcycle since 2009, and it has proven to be a reliable and sound investment for the department.

This new motorcycle will replace aging Unit 1890 that currently has more than 55,000 miles. Currently there are only two BMW police motorcycle distributors in the state of Oklahoma. One is Eurotek in Oklahoma City, the other is 5th Gear Cycle in Broken Arrow. We solicited 5th Gear for a quote over a month ago and never received it. We request this motorcycle be purchased from Eurotek.

Cost: \$32,230.04

Funding Source: Fund 329, Project #2630060

Requested By: Chief Lance Arnold

Approved By: City Manager's Office

Attachments: Quotation and Informational Document from Eurotek

Recommendation:

Approve and authorize the purchase of one BMW motorcycle for the Police Department traffic division from Eurotek BMW.



**BMW
MOTORRAD**



2026 BMW R 1300 RT-P

BMW R1300 RT-P INFORMATION



New Standard Features

Central Locking
Keyless Ride (2 Key fobs)
Variable Slip Stream Deflector
Tire Pressure Monitors
Heated Seat
Black Wheels
Cruise Control

New Service Feature

The Ultimate Care Break-In Service will be included with every Authority Unit

No Longer Available

6NS Enhanced Smart Phone Connectivity
Ride Modes Pro – as stand alone option
Option 599-PA Microphone

Tire Size

Front 120/70 ZR 17
Rear 190/55 ZR 17
Speed Index F/R W

Fuel Capacity

6.3 gallons

Alternator Output @ Idle

38A Cold / 25A Hot, 650W

Primary/Secondary Battery Type

Lithium ION, Maintenance Free, AGM, 12.5 Ah

Standard Limited Warranty

3 years / 60,000 miles

AUTHORITY COLORS AND STANDARD FEATURES

Colors

716 Night Black
751 Alpine White
753 Alpine White / Night Black
756 Violet Blue
N99 Glacier Silver
999 Black Blue (\$120 MSRP)
999 Sapphire Blue (\$120 MSRP)

Standard Authority Features

10A Radio Control Mount
486 Electronic Siren
504 Speedometer mph, calibrated
570 Switch-off lights
585 Alternative Transmission
674 Rear safety bars

359 Standard Authority Equipment Package

642 Single seat w/radio box
369 Authority Equipment (special handlebar switches)
417 Central locking system
461 Full interference suppression
537 Additional battery
55A Variable slipstream deflector (new)
636 Main stand
651 Rear splash guard
660 Painted special duty cases with holder
672 Front safety bar
764 Electrical Socket
77C Comfort Riders Seat Heated (standard)
77D Comfort Riders Seat Heated (low)
77E Comfort Riders Seat Heated (high)

OPTIONS AND PACKAGES



Factory Options

19F Design option silencer chrome
340 Chrome-plated header pipe
19J Design option silencer Dark Chrome
34A Exhaust manifold Dark Chrome
219 Headlight Pro/Adaptive Headlight
222 Shift Assist Pro
272 GPS Preparation
562 LED additional fog light

Available Dealer Installed Options

Shift Assist Pro
LED Auxiliary Headlights
Rocker Cover Protection
Large Skid Plate

Packages

235 Dynamic

Includes-Shift Assist Pro, Ride Modes Pro, Dynamic Chassis,
Sports Brake, Headlight Pro

5AS Rider Safety Package

Includes-Active Cruise Control, Forward Collision Warning, Lane
Change Warning

STANDARD FEATURES

- Dynamic ESA
- Wig Wag Headlights
- Dynamic Traction Control
- Electronic Suspension Adjustment
- Ride Modes: Eco, Rain, Road
- Hill Start Control
- Electronic Windscreen
- Heated Hand Grips
- Police saddle bags w/interior lighting
- Smart Phone Charging (wired)
- Adjustable Riders Seat
- Dual Battery System
- Fully Integrated ABS Brake System
- ABS Pro
- Certified for use with octane as low as 87 AKI regular fuel
- Rider Information Display
- Fully integrated ABS braking system with independent rear brake control
- Electronic lock-release integrated radio box with wiring ports, ground plate and antenna mount
- All lights "off" switch
- Integrated fairing mounted speakers
- Managed power connection bus inside radio box
- Accurate digital speedometer with pace clock display
- Pre-wired gun lock release
- Pre-wired constant & switched power for computers, printers & video

KA3, US, BMW Stand 22.11.2028	
New model types	0M43
	R 1300 RT
Basic data summary	
Engine description	A75B13M0
SOV	01.03.2025-30.06.2028
Engine	
Engine	
Compression ratio, :1	13.3
rpm for rated power, 1/min	7750
Running-in speed, 1/min	5000
rpm for nominal torque (bei Drehzahl), 1/min	6500
Maximum engine speed, 1/min	9000
Rated power, kW	107
Piston stroke, mm	73
Cylinder bore, mm	106.5
Nominal torque (bei Drehzahl), Nm	149
Number of valves per cylinder, -	4
Engine, -	Air-/liquid-cooled two-cylinder four-stroke boxer engine with two overhead chain-driven camshafts and balancing gearwheels
Engine ID code (stamped into engine), -	A75B13A
HP output (by factor of 1.35962 (HP)), PS	145
Engine block	
Number of cylinders, -	2
CO adjustment, oxygen sensor	
Pollution class (exhaust emission standards), -	TIER2
Emission control, -	Controlled 3-way catalytic converter ²
Counterbalance shafts	
Engine-oil specification, -	Shell Advantec Ultimate 5W-40, SAE 5W-40, API SL / JASO MA2
Type, engine, -	2-cylinder, 4-stroke, boxer ²

KA3 TECHNICAL DETAILS

Maintenance and general notes	
Steering head angle at DIN unladen weight, °	64.2
Steering head angle at normal position, °	63.1
CO emissions, g/km	0.54
permissible axle load, rear, kg	340
DIN curb weight (DIN unladen weight, ready for road, 90 % load of fuel, without optional extras), kg	281
Permissible gross vehicle weight, kg	510
permissible axle load, front, kg	210
Top speed, km/h	222/231
Caster at DIN unladen weight, mm	114.8
Height of rider's seat (without rider at DIN unladen weight), mm	780/860
Wheelbase at normal position, mm	1500
Caster at normal position, mm	121.5
Rider's inside-leg arc; heel to heel (at DIN unladen weight; without rider), mm	1780/1930
Wheelbase at curb weight (at DIN vehicle curb weight), mm	1493
Maximum acceleration, s	3.65/3.93
~maximale Beschleunigung 0 - 200 km/h, s	12.65/13.94
00_MAX_BESCHLEUNIGUNG_3, -	0 - 140 km/h
Maximum acceleration 2, s	5.74/6.11
Speed range; maximum acceleration, -	0 - 100 km/h
Speed range; maximum acceleration 3, -	0 - 200 km/h
Emissions class measured in accordance with, -	FTP75
Maximum payload (calculated), kg	229
Frame and mounted components	
Frame and mounted components	
Location of the vehicle identification number, -	frame front right beside steering head
Motorcycle frame	
Frame type, -	Sheet-metal shell construction
Type plate location US, -	Front right frame

General vehicle electrics	
General vehicle electrics	
On-board socket, -	1x standard
USB charging port, -	1x standard, USB-C
Engine electrical system	
Starter with fastener	
Starter motor nominal power, W	900
Ignition lead, spark plugs	
Spark plugs, manufacturer and designation, -	NGK LMAR8AI-10
Gearbox	
Gearbox	
Type of transmission, -	Shifting claw 6-gear transmission, integrated in the engine housing
Gears	
Primary stage, gearbox, -	1.479
Wheels and tyres	
Wheels and tyres	
Tyre pressure; rear; one-up (One-up; tyre cold), bar	2.9
Tyre pressure; front; one-up (One-up; tyre cold), bar	2.5
Rim size; rear, -	6,00x17
Rim size; front, -	3,50x17
Tyre size; front (without speed index and without tyre load index), -	120/70 ZR 17
Tyre size; rear (without speed index and without tyre load index), -	190/55 ZR 17
Tyres	
Speed index, front, -	W
Speed index, rear, -	W

KA3 TECHNICAL DETAILS

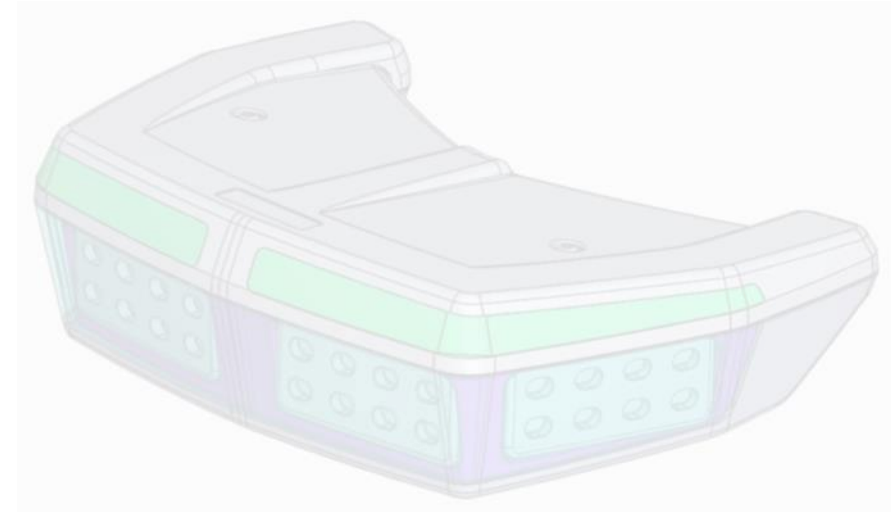
Brakes		
Brake piston diameter; front, -		32
Rear wheel brakes		
Brake disc diameter; rear, mm		285
Brake-pad material; rear, -		sintered metal
Condition for measurement brake pad wear limit; rear, -		Only friction lining without carrier plate
Attachment of brake disc; rear, -		bolted at plate edge
Type of rear brake, -		single disc brake
Brake piston diameter; rear, -		28
Front wheel brakes		
Brake disc diameter; front, mm		310
Type of front brake, -		Twin disc brake
Brake pad material; front, -		sintered metal
Condition for measurement; brake pad wear limit; front, -		Only friction lining without carrier plate. The wear marks (grooves) must be clearly visible
Attachment of brake disc; front, -		BMW concept
Mechanical, hydraulic components		
Type of antilock braking system, -		Full integral
Manufacturer; antilock braking system, -		Bosch
Fuel supply		
Fuel supply		
Reserve fuel, l		4
Usable fuel capacity, l		24
Rear axle, rear-wheel drive and rear-wheel guidance		
Rear axle, rear-wheel drive and rear-wheel guidance		
Spring travel; rear (at rear wheel), mm		158
Brake fluid, -		DOT4
Spring strut, mounting parts		
Split, negative/positive spring travel rear country road, mm		65/93
Setting condition; spring preload; rear suspension, -		with full load of fuel, with rider weighing 85 kg
Setting condition; basic setting of rear-suspension damping characteristic, -		with full load of fuel, with rider weighing 85
Basic setting of rear-suspension damping characteristic (one-up without luggage load) (One-up riding without luggage), -		Automatisch
Base setting of spring preload, rear (two-up with luggage load), -		Automatisch
Basic setting of rear-suspension damping characteristic (One-up with luggage), -		Automatisch
Base setting of spring preload, rear (one-up without luggage load) (One-up riding without luggage), -		Automatisch
Basic setting of the rear spring preload (One-up with luggage), -		Automatisch
Basic setting of rear-suspension damping (two-up with luggage load), -		Automatisch

Fuel preparation and control	
Recommended fuel grade, -	Premium unleaded (maximum 15% ethanol, E15) ROZ 95 90 AKI
Alternative fuel grade, -	Regular unleaded (maximum 15% ethanol, E15) ROZ 91 87 AKI
Control unit electronic	
Engine control unit, -	BMS-O
Instruments	
Instruments	
Turn indicator cancellation, -	Automatic and manual
Front axle, front-wheel steering	
Front axle, front-wheel steering	
Fork oil capacity; right fork leg, ml	240
Total capacity; fork oil, ml	480
Fork oil capacity; left fork leg, ml	240
Spring travel; front (at front wheel), mm	149
Split; negative/positive spring travel, mm	86/63
Basic setting of front suspension damping, -	Automatisch
Spring strut, mounting parts	
Brake system, -	Hydraulic disc brake
Lights	
Lights	
Comfort turn indicators function, -	installed (can be activated/deactivated)
Minimum distance, headlight/auxiliary headlight to vertical surface, -	10m
Inclination; low-beam headlight (Suspension set to basic setting and vehicle l	1
Headlight	
Bulb for low-beam headlight, -	LED
Bulb for high-beam headlight, -	LED
Installed height; low-beam headlight (Axis of light emission (central; middle p	77
Flashing turn indicators, front	
Bulbs for flashing turn indicators; front, -	LED
Number-plate light	
Bulb for number-plate light, -	LED
Rear light cluster	
Bulb for tail light/brake light, -	LED
Flashing turn indicators, rear	
Bulbs for flashing turn indicators; rear, -	LED

FMS ACCESSORIES EMERGENCY LIGHTING SYSTEM FOR R1300 RT-P

The new Emergency Lighting System will retain features from the previous system on the K52.

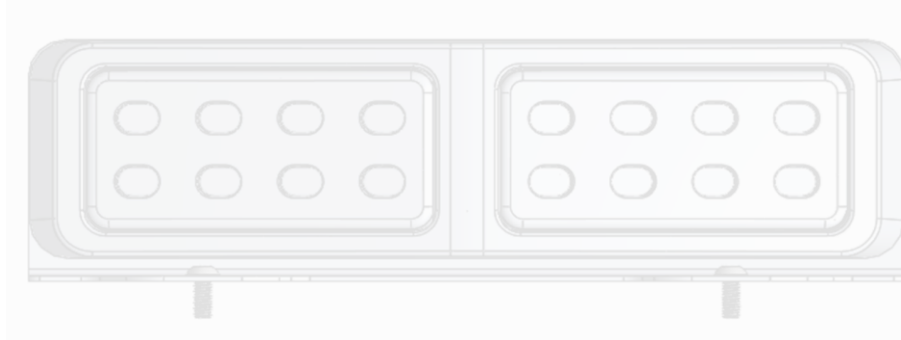
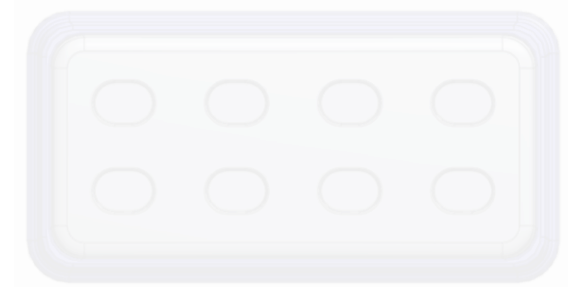
- Front, Rear and Side Emergency Lighting Positions
- Duplex Rear Emergency Light
- Cruise Lights, Auxiliary Brake, Tail and Turn Signals
- Two Activation Sequence Choices
- Take-Down Lights in either Steady- Burn or Wig-Wag Mode
- Alley Lights
- LIN Communication from Motorcycle Controls



BMW R1300 RT-P EMERGENCY LIGHTING SYSTEM

New Features / Benefits of the new Emergency Lighting System:

- Higher Output Emergency Lights
- Multi-Color Lights allow dealers to program color choice rather than changing light heads
- Unique "Light Pipe" on all pods provides turn signals and Cruise Lights
- Multi-Tasking of rear lighting provides Tail and Brake Light as well as ID Lights in Blue or Red
- All emergency lights Sync during Parades, Escorts, etc. when programmed to the same flash pattern
- System is easily expandable with pre-wired rear, rear side, and front side additional Emergency Lights



BMW R1300RT-P EMERGENCY LIGHTING SYSTEM

New Features / Benefits of the new Emergency Lighting System

Simplified Installation for Dealers:

1. One Part Number to order the Main Kit
2. Front and Rear Pods will install complete! No parts building!
3. Radio Box Drilling Template will be available for each Dealer.
4. Programming of Lights and Features through PC Interface with saved profiles to make multiple agency builds fast!

Distributed and Supported by FMS Accessories – One Stop Shopping for all Police Accessories.

Main Lighting System sales restricted to Authorized BMW Dealers.



BMW RT-P Motor Pricing Form - Page 2

See Special Notation Comment



Quotation for:

Your Agency Name Here

Per	Dealer Installed Options / Retrofits	BMW P/N	Order #	Retail	Total Retail
0	Shift Assistant Pro (hardware)	23 00 1 543 107	0	\$95.73	\$0.00
0	Screw Torx drive (order two)	07 12 9 904 977	0	\$2.46	\$0.00
0	Enabling Code	77 15 8 395 839	0	\$45.00	\$0.00
0	LED Additional Headlight (order 2)	63 17 9 898 785	0	\$183.65	\$0.00
0	Fillister Head Screw (order 2)	07 12 9 907 398	0	\$3.36	\$0.00
0	Fillister Head Screw (order 2)	07 12 9 907 377	0	\$9.36	\$0.00
0	Hex Nut With Plate (order 2)	07 11 9 905 544	0	\$1.11	\$0.00
0	Bracket, Left (order 1)	77 51 5 A89 145	0	\$95.02	\$0.00
0	Bracket, Right (order 1)	77 51 5 A89 146	0	\$95.02	\$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 5 A94 F18	0	\$454.69	\$0.00
0	Heated Seat - Low TBD	52 53 5 A78 7B8	0	\$740.82	\$0.00
0	Heated Seat - High TBD	52 53 5 A78 7C0	0	\$740.82	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
0	BMW Battery Charger	61 43 2 408 594	0	\$134.24	\$0.00
0	Motorcycle Charging Plug	61 43 2 411 680	0	\$22.64	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories - Page 3

Qty	Item Description				
Per	Additional Accessories	BMW P/N	Order #	Retail	Total Retail
Engine Protection					
0	Rocker Cover Protection Left Side (order 1)	77 14 5 A6E 645	0	\$68.33	\$0.00
0	Rocker Cover Protection Right Side (order 1)	78 14 5 A6E 646	0	\$68.33	\$0.00
0	Body Screw W/O collar (order 4)	46 63 8 568 780	0	\$5.80	\$0.00
0	Body Screw W/collar (order 4)	46 63 8 550 994	0	\$7.74	\$0.00
0	Grommet (order 4)	11 84 5 B38 938	0	\$4.06	\$0.00
0	Bush (order 1)	11 84 8 544 832	0	\$7.06	\$0.00
0	Large Skid Plate (order 1)	11 84 7 914 425	0	\$342.42	\$0.00
0	Fillister Head Screws (order 2)	07 12 9 907 402	0	\$3.08	\$0.00
0	Engine Guard Holder (order 1)	11 84 8 829 202	0	\$27.18	\$0.00
0	Skid Plate Holder Front (order 1)	11 84 5 A64 A34	0	\$40.68	\$0.00
0	Skid Plate Holder Rear (order 1)	12 84 5 A64 A35	0	\$40.68	\$0.00
0	Fillister Head Screw (order 4)	07 12 9 907 383	0	\$3.60	\$0.00
0	Spacer Bush (order 2)	11 84 5 A6A 026	0	\$4.80	\$0.00
0	Clip Nut (order 4)	07 14 7 693 887	0	\$3.61	\$0.00
0	Grommet (order 4)	13 53 1 341 283	0	\$4.15	\$0.00
0	Bush (order 4)	11 84 8 544 832	0	\$7.06	\$0.00
Adjustable Footrest System					
0	Rider Foot Peg Left	46 71 5 A73 D11	0	\$75.20	\$0.00
0	Rider Foot Peg Right	47 71 5 A73 D12	0	\$75.20	\$0.00
0	Footbrake Lever, adjustable	77 23 5 A73 F61	0	\$219.20	\$0.00
0	Gearshift Lever, adjustable	77 25 5 A73 C87	0	\$219.20	\$0.00
0	Pin (order 2)	46 717 675 691	0	\$18.21	\$0.00
0	Circlip (order 2)	07 11 9 909 941	0	\$2.76	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories From Other Suppliers - Page 4

Qty	Description	PN	Price Each	Total Price
1	FMS Standard Emergency Lighting Package		\$ 4,405.00	\$ 4,405.00
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
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			\$	-
			\$	-
			\$	-
			\$	-



City of Broken Arrow

Request for Action

File #: 25-1441, Version: 1

**Broken Arrow City Council
Meeting of: 10-21-25**

Title:

Approval of and authorization to purchase one 2026 Ford Transit T350 Van from Vance Country Ford pursuant to state contract No. SW035

Background:

The Police Department is requesting the City approve the purchase of one Ford Transit Van. This vehicle will be the replacement for our current 2003 model Special Operations Team medic van. Our current medic van is now 22 years old and is showing its age both inside and out. This van is used by SOT medics (firefighters) on all callouts and operations. They store their medical equipment within this van, and it is the primary transport vehicle should an operator be injured and need immediate evacuation from a scene/transport to a hospital.

We request the City purchase this vehicle from Vance Country Ford.

Cost: \$51,404.20

Funding Source: Fund 329, Project #2630050

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Vance Country Ford Quote

Recommendation:

Approve and authorize the purchase of one 2026 Ford Transit T350 Van from Vance Country Ford pursuant to state contract #SW035

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466



QUOTE

DATE	9/2/2025
QUOTE NUMBER	000Q17869
EXPIRATION DATE	
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:		SHIP TO:		
City of Broken Arrow		City of Broken Arrow		Any Questions? Call 405-282-3800
Brandon Tener		Brandon Tener		Colt Weatherby
PO BOX 610		PO BOX 610		
1700 W DETROIT ST		1700 W DETROIT ST		
Broken Arrow, OK 74012		Broken Arrow, OK 74012		
(918)521-8705		(918)521-8705		colt@vancefleet.com
Qty	OPTION	Description	Unit Price	Ext. Price
OKLAHOMA STATE CONTRACT				
1	W9C	2026 FORD TRANSIT T350 MIDROOF 148" WHEELBASE	\$47,391.00	\$47,391.00
1	MR/WB	MIDROOF WHEELBASE UPGRADE	\$2,384.00	\$2,384.00
1	998	Engine: 3.5L PFDi V6 Flex-Fuel	\$0.00	\$0.00
1	44U	10-SPEED AUTO TRANSMISSION	\$0.00	\$0.00
1	X7L	3.73 LIMITED SLIP	\$325.00	\$325.00
1	21P	POWER DRIVERS SEAT	\$0.00	\$0.00
1	43R	REVERSE SENSING SYSTEM	\$0.00	\$0.00
1	545	SHORT ARM POWER HEATED MIRRORS	\$153.60	\$153.60
1	55D	FRONT FOG LAMPS	\$0.00	\$0.00
1	57G	FRONT / REAR AC	\$825.60	\$825.60
1	86F	2 EXTRA KEYS AND REMOTES	\$325.00	\$325.00
1	UM	EXTERIOR : AGATE BLACK	\$0.00	\$0.00
1	VK	INTERIOR : VINYL BUCKET SEATS MED GRAY	\$0.00	\$0.00

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

SUB-TOTAL	\$51,404.20
	\$0.00
TOTAL DUE	\$51,404.20



City of Broken Arrow

Request for Action

File #: 25-1443, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Approval of and authorization to purchase one (1) Ford Explorer and (1) Ford Escape from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the City Hall Vehicle Motor Pool

Background:

Funds have been approved for the purchase of one (2) new Motor Pool Vehicles for City Hall. These vehicles will be utilized to replace unit #0860, & to increase capacity. This acquisition is identified under Project Number 2617020 in the Vehicle Replacement Fund 329 Portion of the FY2026 budget with \$92,000 allocated for the purchase.

To maximize resources and achieve cost efficiencies, staff recommends procuring the vehicle through the Oklahoma Statewide Contract SW0035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW0035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Utilities Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, staff recommends approval to purchase one (1) Ford Explorer and (1) Ford Escape from Vance Country Ford in the amount of \$66,720.00 through State Contract SW0035.

Cost: \$66,720.00

Funding Source: 2617020-3291700-570020

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 2026 Ford Explorer 4WD, 2026 Ford Escape, SW0035 Fully Executed Vance Country Ford contract

Recommendation:

Approval of and authorization to purchase one (1) Ford Explorer and (1) Ford Escape from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the City Hall Motor Pool

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466



QUOTE

DATE	10/2/2025
QUOTE NUMBER	000Q18099
EXPIRATION DATE	
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:	SHIP TO:	
City of Broken Arrow	City of Broken Arrow	Any Questions? Call 405-282-3800
GRANT RISSLER	GRANT RISSLER	Colt Weatherby
PO Box 610	PO Box 610	
1700 W. Detroit St	1700 W. Detroit St	
Broken Arrow, OK 74012	Broken Arrow, OK 74012	
918-407-8449	918-407-8449	colt@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
	SW0035	OKLAHOMA STATE CONTRACT		
1	K7D	2026 FORD EXPLORER ACTIVE	\$36,629.00	\$36,629.00
1	AWD	ALL WHEEL DRIVE	\$1,880.00	\$1,880.00
1	Z1	OXFORD WHITE	\$0.00	\$0.00
1	100A	EQUIP GROUP 100A	\$0.00	\$0.00
1	AS	DARK SLATE GRAY CLOTH CAPT SEATS	\$0.00	\$0.00
		-6 WAY PWR DR SEAT		
		-2 WAY MANUAL PASS SEAT		
1	99H	2.3L I-4 ECOBOOST	\$0.00	\$0.00
1	44T	10-SPEED TRANS	\$0.00	\$0.00

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

SUB-TOTAL	\$38,509.00
	\$0.00
TOTAL DUE	\$38,509.00
	1 of 1

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466



QUOTE

DATE	10/2/2025
QUOTE NUMBER	000Q18101
EXPIRATION DATE	
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:

SHIP TO:

City of Broken Arrow

City of Broken Arrow

Any Questions? Call 405-282-3800

Grant Rissler
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-407-8449

GRANT RISSLER
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-407-8449

Colt Weatherby

colt@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	U0G	2026 FORD ESCAPE	\$27,979.00	\$27,979.00
1	200A	ACTIVE TRIM PACKAGE	\$0.00	\$0.00
1	FWD	FRONT WHEEL DRIVE	\$0.00	\$0.00
1	99N	1.5L ECOBOOST TURBO	\$0.00	\$0.00
1	448	8 SPEED AUTO TRANSMISSION	\$0.00	\$0.00
1	60S	REVERSE PARK SENSORS	\$232.00	\$232.00
1	90L	POWER EQUIPMENT w/ REMOTE KEYLESS ENTRY	\$0.00	\$0.00
1	SYNC	SYNC4- 8" LCD capacitive touch-screen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, wireless Apple CarPlay and Android Auto, digital owners manual	\$0.00	\$0.00
1	51U	MINI SPARE WHEEL	\$0.00	\$0.00
1	SAFE	COLLISION MITIGATION- FRONT & REAR BLIND SPOT INFORMATION SYSTEM LANE KEEPING ASSIT BACK UP CAMERA	\$0.00	\$0.00
1	CB	INT COLOR: EBONY CLOTH BUCKET SEATS	\$0.00	\$0.00
1	YZ	EXT COLOR: OXFORD WHITE	\$0.00	\$0.00
SubTotal				\$28,211.00

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

SUB-TOTAL	\$28,211.00
	\$0.00
TOTAL DUE	\$28,211.00

STATE OF OKLAHOMA STATEWIDE CONTRACT WITH COUNTRY FORD-MERCURY, INC.

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Country Ford-Mercury, Inc. (“Supplier”) and is effective February 8, 2021.

Purpose

The State is awarding this Contract to Supplier for the provision of vehicle purchases, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A
 - 2.1.A. Exhibit 1
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Specific Terms Attachment C;
 - 2.4. Intentionally Omitted, Attachment D;
 - 2.5. Bid Portion, Attachment E and
 - 2.6. Intentionally Omitted, Attachment F.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

COUNTRY FORD-MERCURY, INC.

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

By: 
Cameron Colter (Feb 3, 2021 13:28 CST)

Name: CAMERON COLTER

Title: FLEET MANAGER

Date: 02/03/2021

ATTACHMENT A
SOLICITATION NO. 0900000469

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

This Contract is for vehicles to be provided on an as-needed basis.

Oklahoma has over 100 executive agencies in 77 counties and over 500 municipal government Affiliates. The Contract is awarded for the Supplier to provide for the purchase of vehicles, warranty work, and replacement parts.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Contract Specifications

Contract specifications are set forth below as Exhibit 1.

EXHIBIT 1

1. Responsibilities

- A.** Supplier must provide the most current model of vehicles, to be available for the entire model year of production.
- B.** All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.
- C.** Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for the duration of the Contract period.
- D.** Supplier shall provide a percentage discount off of the MSRP for any optional equipment for which pricing has not been provided, aftermarket options, and the labor rate per hour to install the optional equipment.
- E.** All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- F.** Pricing shall only be adjusted at the time of model year changes.
- G.** All actual "build out" schedules must be submitted by the Supplier as it is made aware of them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
- H.** Any requested changes to the model year vehicles offered by the Supplier must be submitted to the Contracting Officer within 30 days of the requested start date of the change. Changes include pricing and specification changes from one model year to the next.
- I.** As new model year vehicles become available, the Supplier shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer's percentage of increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change and revised pricing shall not be retroactive. New model year vehicles cannot be offered without approval from the Contracting Officer.
- J.** If there is a model year change over the course of the Contract period, the Supplier must send a written request for approval of the change to the Contracting Officer. The Contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of a Contract Addendum.
- K.** If during the Contract period there is a model year change by the Original Equipment Manufacturer (OEM) or additional costs are incurred by the Supplier from a third-party, the Supplier must send a written request for approval of the change to the Contracting Officer. The request for a price increase or decrease must include a copy of the OEM's official notice or other evidence that the increase or decrease is applicable to all customers.
- L.** All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.
- M.** Vehicles that remain in the Supplier's possession overnight or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Customer-owned equipment in the Supplier's possession.
- N.** The Supplier must provide any training opportunities available to the Customer.
- O.** The Supplier must maintain a website detailing all current models available under the Contract.

2. Licensing

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder

certifies by submission of a Bid that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Bid. It is the Supplier's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by the State. If Supplier does not maintain current licensing, the Contract may be immediately terminated, upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

3. Warranty

- A.** The Supplier agrees the products purchased under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State by any other clause of this Contract.
- B.** The Supplier warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
- C.** All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. All work performed not meeting such specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Customer.
- D.** The Supplier shall furnish a copy of the warranty applicable for the product. All product warranties shall start on the date of acceptance.
- E.** The Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Customer.
- F.** The Supplier shall correct ordering errors without further cost to the Customer.
- G.** A copy of the warranty shall be included for replacement parts purchased.
- H.** All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
- I.** Warranty repair facilities must be identified in each pricing sheet.

4. Insurance

- A.** The Supplier shall maintain insurance coverage at all times during the entire term of this contract. The following types of risks shall be covered in the Supplier's policy:
 - i.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover Supplier's employees as required by the State.
 - ii.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
 - iii.** Commercial Automobile Insurance, hired and non-owned.
 - iv.** Garage Keepers Liability Insurance.
 - v.** Commercial Property Coverage

5. Quality of Parts

- A.** Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
- B.** After market repair parts must be equal to, or exceed OEM specifications.
- C.** Repair parts must be packaged and distributed under the respective nationally known name brands.
- D.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

- E. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.
- F. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

6. Ordering

- A. No minimum orders are required under this Contract.
- B. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.
- C. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.
- D. Purchase cards will not be an acceptable form of payment under this Contract.

7. Delivery

- A. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.
- B. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.
- C. The Customer must provide specific delivery instructions to the Supplier.
- D. Delivery on parts must be made within 30 days of order.
- E. All vehicles shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list.
- F. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.

8. Leasing

- A. The Supplier may provide vehicle leasing under this Contract. State agencies are not authorized to lease vehicles without prior approval by the Oklahoma Bond Oversight Committee.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to

perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** Intentionally Omitted.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the

Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a mandatory contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;
 - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card;
 - d.** City in which products or services were received or specific office or subdivision title;
 - e.** Product manufacturer or type of service;
 - f.** Manufacturer item number, if applicable;
 - g.** Product description;

- h.** General product category, if applicable;
- i.** Quantity;
- j.** Unit list price or MSRP, as applicable;
- k.** Unit price charged to the purchasing entity; and
- l.** Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
Will Rogers Building
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT E

Current Supplier pricing is available on the Statewide Contract 0035 webpage. Please reach out to the Contracting Officer if there are any questions.



City of Broken Arrow

Request for Action

File #: 25-1456, Version: 1

**Broken Arrow City Council
Meeting of: 10-21-2025**

Title:

Approval of and authorization to purchase one (1) Ford Expedition from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Engineering Department

Background:

The approved Fiscal Year 2026 Budget included funding for one (1) new Ford Explorer sport utility vehicle for the Stormwater Division of the Engineering Department. Staff has determined that a transfer of that funding to the Engineering Division and the purchase of a larger SUV would better serve the needs of the department and thus is requesting to purchase (1) Ford Expedition instead of the aforementioned Explorer. This vehicle will be utilized to provide services for the infrastructure assets of the City of Broken Arrow. This acquisition is identified under Project Number 2652030 in the Vehicle Replacement Fund, Fund 329, of the FY2026 budget with \$52,000 allocated for the purchase of a Ford Explorer. The department will transfer the original funding to the Engineering Division in addition to a budget transfer in the amount of 10,000 from another project with surplus funding to cover the cost overrun for this purchase.

To maximize resources and achieve cost efficiencies, staff recommends procuring the vehicle through the Oklahoma Statewide Contract SW0035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW0035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Utilities Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, staff recommends approval to purchase one (1) Ford Expedition from Vance Country Ford in the amount of \$60,995 through State Contract SW0035.

Cost: \$60,995.00

Funding Source: 2652030-3295205-570020

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 26 EXPEDITION 4X4 BA Q18107, SW0035 Fully Executed Vance Country Ford contract

Recommendation:

Approval of and authorization to purchase one (1) Ford Expedition from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466



QUOTE

DATE	10/6/2025
QUOTE NUMBER	000Q18107
EXPIRATION DATE	
SHIP VIA	Factory Order
TERMS	SW0035 - STATE CONTRACT

SOLD TO:		SHIP TO:			
City of Broken Arrow		City of Broken Arrow		Any Questions? Call 405-282-3800	
Grant Rissler		Grant Rissler		Colt Weatherby	
PO Box 610		PO Box 610			
1700 W. Detroit St		1700 W. Detroit St			
Broken Arrow, OK 74012		Broken Arrow, OK 74012			
918-407-8449		918-407-8449		colt@vancefleet.com	
Qty	OPTION	Description	Unit Price	Ext. Price	
	SW0035	OKLAHOMA STATE CONTRACT			
1	U1J	2026 Ford Expedition Regular Length	\$57,880.00	\$57,880.00	
1	4WD	4 Wheel Drive	\$2,886.00	\$2,886.00	
1	200A	Active Equipment Package	\$0.00	\$0.00	
1	998	Engine: 3.5L EcoBoost V6	\$0.00	\$0.00	
1	44U	Transmission: 10-Speed Automatic w/SelectShift	\$0.00	\$0.00	
1	62L	3.73 Axle Ratio	\$0.00	\$0.00	
1	WHL	Wheels: 18" Dark Aluminum	\$0.00	\$0.00	
1	TIRES	Tires: P265/70R18 AT	\$0.00	\$0.00	
1	TNT	Privacy Glass w/ Front to Match	\$189.00	\$189.00	
1	87P	3rd Row 60/40 Seat	\$0.00	\$0.00	
1	CFL	Carpet Flooring	\$0.00	\$0.00	
1	CE	Int Color: Dark Gray, Cloth Front Captain's Chairs	\$0.00	\$0.00	
1	YZ	Ext Color: Oxford White	\$0.00	\$0.00	
		SubTotal		\$60,955.00	

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

SUB-TOTAL	\$60,955.00
	\$0.00
TOTAL DUE	\$60,955.00

STATE OF OKLAHOMA STATEWIDE CONTRACT WITH COUNTRY FORD-MERCURY, INC.

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Country Ford-Mercury, Inc. (“Supplier”) and is effective February 8, 2021.

Purpose

The State is awarding this Contract to Supplier for the provision of vehicle purchases, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A
 - 2.1.A. Exhibit 1
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Specific Terms Attachment C;
 - 2.4. Intentionally Omitted, Attachment D;
 - 2.5. Bid Portion, Attachment E and
 - 2.6. Intentionally Omitted, Attachment F.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES


COUNTRY FORD-MERCURY, INC.

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

By: 
Cameron Colter (Feb 3, 2021 13:28 CST)

Name: CAMERON COLTER

Title: FLEET MANAGER

Date: 02/03/2021

ATTACHMENT A
SOLICITATION NO. 0900000469

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

This Contract is for vehicles to be provided on an as-needed basis.

Oklahoma has over 100 executive agencies in 77 counties and over 500 municipal government Affiliates. The Contract is awarded for the Supplier to provide for the purchase of vehicles, warranty work, and replacement parts.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Contract Specifications

Contract specifications are set forth below as Exhibit 1.

EXHIBIT 1

1. Responsibilities

- A.** Supplier must provide the most current model of vehicles, to be available for the entire model year of production.
- B.** All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.
- C.** Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for the duration of the Contract period.
- D.** Supplier shall provide a percentage discount off of the MSRP for any optional equipment for which pricing has not been provided, aftermarket options, and the labor rate per hour to install the optional equipment.
- E.** All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- F.** Pricing shall only be adjusted at the time of model year changes.
- G.** All actual "build out" schedules must be submitted by the Supplier as it is made aware of them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
- H.** Any requested changes to the model year vehicles offered by the Supplier must be submitted to the Contracting Officer within 30 days of the requested start date of the change. Changes include pricing and specification changes from one model year to the next.
- I.** As new model year vehicles become available, the Supplier shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer's percentage of increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change and revised pricing shall not be retroactive. New model year vehicles cannot be offered without approval from the Contracting Officer.
- J.** If there is a model year change over the course of the Contract period, the Supplier must send a written request for approval of the change to the Contracting Officer. The Contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of a Contract Addendum.
- K.** If during the Contract period there is a model year change by the Original Equipment Manufacturer (OEM) or additional costs are incurred by the Supplier from a third-party, the Supplier must send a written request for approval of the change to the Contracting Officer. The request for a price increase or decrease must include a copy of the OEM's official notice or other evidence that the increase or decrease is applicable to all customers.
- L.** All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.
- M.** Vehicles that remain in the Supplier's possession overnight or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Customer-owned equipment in the Supplier's possession.
- N.** The Supplier must provide any training opportunities available to the Customer.
- O.** The Supplier must maintain a website detailing all current models available under the Contract.

2. Licensing

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder

certifies by submission of a Bid that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Bid. It is the Supplier's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by the State. If Supplier does not maintain current licensing, the Contract may be immediately terminated, upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

3. Warranty

- A.** The Supplier agrees the products purchased under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State by any other clause of this Contract.
- B.** The Supplier warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
- C.** All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. All work performed not meeting such specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Customer.
- D.** The Supplier shall furnish a copy of the warranty applicable for the product. All product warranties shall start on the date of acceptance.
- E.** The Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Customer.
- F.** The Supplier shall correct ordering errors without further cost to the Customer.
- G.** A copy of the warranty shall be included for replacement parts purchased.
- H.** All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
- I.** Warranty repair facilities must be identified in each pricing sheet.

4. Insurance

- A.** The Supplier shall maintain insurance coverage at all times during the entire term of this contract. The following types of risks shall be covered in the Supplier's policy:
 - i.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover Supplier's employees as required by the State.
 - ii.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
 - iii.** Commercial Automobile Insurance, hired and non-owned.
 - iv.** Garage Keepers Liability Insurance.
 - v.** Commercial Property Coverage

5. Quality of Parts

- A.** Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
- B.** After market repair parts must be equal to, or exceed OEM specifications.
- C.** Repair parts must be packaged and distributed under the respective nationally known name brands.
- D.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

- E. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.
- F. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

6. Ordering

- A. No minimum orders are required under this Contract.
- B. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.
- C. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.
- D. Purchase cards will not be an acceptable form of payment under this Contract.

7. Delivery

- A. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.
- B. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.
- C. The Customer must provide specific delivery instructions to the Supplier.
- D. Delivery on parts must be made within 30 days of order.
- E. All vehicles shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list.
- F. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.

8. Leasing

- A. The Supplier may provide vehicle leasing under this Contract. State agencies are not authorized to lease vehicles without prior approval by the Oklahoma Bond Oversight Committee.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to

perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** Intentionally Omitted.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the

Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a mandatory contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;
 - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card;
 - d.** City in which products or services were received or specific office or subdivision title;
 - e.** Product manufacturer or type of service;
 - f.** Manufacturer item number, if applicable;
 - g.** Product description;

- h.** General product category, if applicable;
- i.** Quantity;
- j.** Unit list price or MSRP, as applicable;
- k.** Unit price charged to the purchasing entity; and
- l.** Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
Will Rogers Building
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT E

Current Supplier pricing is available on the Statewide Contract 0035 webpage. Please reach out to the Contracting Officer if there are any questions.



City of Broken Arrow

Request for Action

File #: 25-1388, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Approval of and authorization to award bid No. 25.181 for elevator maintenance at the Broken Arrow Historical Museum to American Elevator Solutions, LLC

Background:

Bid Number 15.181 was issued for elevator maintenance services at the Broken Arrow Historical Museum to ensure continued safe and reliable elevator operation. The solicitation was distributed to four qualified vendors, and three bids were received. Bids were publicly opened on September 18, 2025 in accordance with City purchasing procedures.

Following a detailed review and evaluation of the bids including pricing, service coverage, experience, and response time. City staff recommend awarding the annual service agreement to American Elevator Solutions LLC as the lowest responsive and most advantageous bidder.

The contract provides for preventive maintenance, inspections, and on-call repair services to keep the elevator in proper working condition and compliant with Oklahoma Department of Labor elevator safety standards. The agreement will help reduce downtime, extend equipment life, and ensure public accessibility within the facility.

Cost: Rates list in proposal

Funding Source: Parks operational budget

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Bid# 25.181 Tabulation, American Elevator Solutions Bid Doc's

Recommendation:

Approval of and authorization to award bid No. 25.181 for elevator maintenance at the Broken Arrow Historical Museum to American Elevator Solutions, LLC

Bid 25.181 Elevator Maintenance for Historical Museum	Bidder 1	Bidder 2	Bidder 3
<p>Description: This will be a time and materials agreement for elevator maintenance services. The awarded vendor shall provide all labor, materials, and equipment necessary to perform maintenance, inspections, and repairs as specified in the Scope of Work.</p> <p>Pricing shall be based on an hourly labor rate for certified elevator technicians, along with actual material and parts costs as needed. Emergency service rates, if applicable, must be clearly identified.</p> <p>Payment will be made based on actual work performed and materials used, subject to inspection and approval by authorized City personnel to ensure compliance with applicable codes, safety standards, and performance requirements.</p>	American Elevator Solutions, LLC	D and D Elevator Co.	Kone Elevator Escalators
Notary Public Commission Expires	5/28/2029	2/11/2029	8/8/2026
Regular Hourly Rate (Monday-Friday, 8AM-5PM) Per Hour	\$321.00	\$478.00	\$628.44
After-Hours/Weekend Hourly Rate Per Hour	\$545.00	\$478.50	\$1,116.45
Emergency Service Call Rate Per Hour	OT rates	\$478.50	\$1,116.45
Holiday Service Rate Per Hour	\$685.00	\$478.50	\$1,405.84
Trip Charge (if applicable) Per Trip	N/A	N/A	N/A
Minimum Call-Out Charge (if applicable) Each	OT rates	N/A	N/A
Material Markup (if any) Percentage over cost	20%	10%	N/A
Annual Preventative Maintenance Fee (if offered as a flat rate)	\$3,852.00	\$9,000.00	\$3,901.20
Price Summary - Rates and Charges	\$3,852.00	\$9,000.00	\$3,901.20

Bid 25.181 Elevator Maintenance for Historical Museum

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

Bid was sent out to (4) four Vendors with (3) three Vendors responding.

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

X Ryan Baze

Date: 9/26/2025

Ryan Baze, General Services Director

BIDDERS NAME: American Elevator Solutions, LLC**ATTACHMENT A - PRICING SUMMARY****RATES AND CHARGES**

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

Elevator Maintenance Services**Historical Museum – 400 S. Main Street, Broken Arrow, OK**

Description	Mechanic Rate:	Unit	Rate
Regular Hourly Rate (Monday–Friday, 8AM–5PM)		Per Hour	\$ <u>321.00</u>
After-Hours/Weekend Hourly Rate		Per Hour	\$ <u>545.00</u>
Emergency Service Call Rate		Per Hour	\$ <u>TBD by RT or OT rates</u>
Holiday Service Rate		Per Hour	\$ <u>685.00</u>
Trip Charge (if applicable)		Per Trip	\$ <u>NA</u>
Minimum Call-Out Charge (if applicable)		Each	\$ <u>TBD by RT or OT rates</u>
Materials Markup (if any)		Percentage over cost	<u>20%</u>
Annual Preventative Maintenance Fee (if offered as a flat rate)		Per Year	\$ <u>3,852.00</u>

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

BIDDERS NAME: American Elevator Solutions, LLC**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for Bid Number: 25.181 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

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

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

Complete Legal Name of Bidder ESI Legacy Holdco, IncDate: 9/15/2025Company Name: American Elevator Solutions, LLCAddress: 1905 S. Harvard AvenueOklahoma CityOK73128

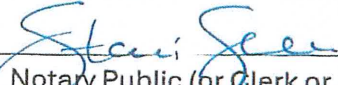
City

State

Zip Code

Email: sws@myelevatorcompany.co

X

Official Title: PresidentPlease print or type name clearly: Steven SchmidtTelephone: 405-236-1174Fax Number: 405-236-1179Federal Tax ID Number: 93-3900587Subscribed and sworn to before me this 9 day of Sept.2025My Commission Expires: 5-28-29
(Notary Public (or Clerk or Judge))

STACIE CAROLINE SCHMIDT
Notary Public, State of Oklahoma
Commission # 25006354
My Commission Expires 05-28-2029

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

BIDDERS NAME: American Elevator Solutions, 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.

Customer Name: University of TulsaTelephone: 918-631-3049Contact Name: Michael Gammill Title: Director of Facilities ManagementAddress: 800 S. Tucker Dr.TulsaOK74104

City

State

Zip Code

Email Address: mig4235@utulsa.eduCustomer Name: Tulsa TechTelephone: 918-352-8655Contact Name: Tim Gilliam Title: Assistant Director of Facilities OperationsAddress: 5647 S. 122nd E AvenueTulsaOK74147

City

State

Zip Code

Email Address: tim.gilliam@tulsatech.eduCustomer Name: Google Data CenterTelephone: 918-853-7700Contact Name: Joshua Hudson Title: Facilities TechnicianAddress: 4581 Webb StreetPryorOK74361

City

State

Zip Code

Email Address: joshuahudson@google.com

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

BIDDERS NAME: American Elevator Solutions, LLC**ATTACHMENT D - INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: OklahomaCOUNTY OF: Oklahoma

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

none

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

X Sc SchmidtSubscribed and sworn to before me this 9 day of Sept. 2025My Commission Expires: 5-28-29Stacie Schmidt
(Notary Public (or Clerk or Judge))

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

BIDDERS NAME: American Elevator Solutions, LLC**ATTACHMENT E - PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: OklahomaCOUNTY OF: OklahomaSteven Schmidt, of lawful age, being first duly sworn, on oath says:

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

x

Sc SchmidtSubscribed and sworn to before me this 9 day of Sept. 2025My Commission Expires: 5-28-29Stacie Schmidt
Notary Public (or Clerk or Judge)

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



City of Broken Arrow

Request for Action

File #: 25-1438, **Version:** 1

Broken Arrow City Council
Meeting of: October 21, 2025

Title:

Approval of and authorization to execute Resolution No. 1709 ratifying, authorizing, and affirming payment in full of a Judgment entered in case no. CJ-2025-3964, filed in the District Court of Tulsa County, Oklahoma, from surplus monies in the City's Sinking Fund

Background:

On September 2, 2025, the matter of Jennifer and James Sellers, Plaintiffs v. the City of Broken Arrow, Defendant, Case No. CJ-2025-3964, filed in the District Court of Tulsa County, State of Oklahoma, judgement was entered pursuant to a Motion to Settle Claim. Judgement was entered in the sum of \$120,000.00 for the Sellers as full and complete settlement of the Sellers' claims. A check was issued out of the City's Sinking Fund on or about September 11, 2025, in accordance with the Journal Entry of Judgement.

Cost: \$120,000.00

Funding Source: Fund 770

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Resolution No. 1709
Journal Entry of Judgment

Recommendation:

Approve Resolution No. 1709 and authorize its execution.

RESOLUTION NO. 1709

A RESOLUTION RATIFYING, AUTHORIZING, AND AFFIRMING PAYMENT IN FULL OF A JUDGMENT ENTERED IN CASE NO. CJ-2025-3964, FILED IN THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA, FROM SURPLUS MONIES IN CITY'S SINKING FUND

WHEREAS, on September 2, 2025, in Case No. CJ-2025-3964, filed in the District Court of Tulsa County, State of Oklahoma, judgment was entered pursuant to a Joint Motion to Settle Claim entered by Plaintiffs Jennifer and James Sellers and Defendant City of Broken Arrow, Defendant, in the sum of \$120,000.00, which judgment has been approved by the Court; and

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

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

WHEREAS, on DATE, \$120,000.00 was drawn from the Sinking Fund, with said payment made payable to Fulda Law, PLLC, legal counsel for the Sellers.

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

- (1) Payment of \$120,000.00 to Fulda Law, PLLC, issued September 11, 2025, is hereby ratified, authorized and affirmed;
- (2) The Finance Director is authorized and directed to properly advise the Tulsa County and Wagoner County Excise Boards by appropriate reports, of the prepayment of said judgment in order that said Boards may include said prepaid judgment as a necessary and lawful expense of the Sinking Fund of the City of Broken Arrow, for which appropriate tax levies may be made to replenish said Sinking Fund as provided by the provisions of Title 62 of the Statutes of the State of Oklahoma.

This Resolution is approved and passed in open meeting by the City Council of the City of Broken Arrow on this 21st day of October, 2025.

ATTEST:

Mayor

(SEAL) City Clerk

APPROVED:

City Attorney

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

SEP 02 2025

DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

JENNIFER SELLERS and JAMES
SELLERS,

Plaintiffs,

v.

CITY OF BROKEN ARROW,

Defendant.

) REBECCA NIGHTINGALE
)
)
)
)
)
)
)
)
)
)

CJ- 2025 - 03964

Case No. _____

JOURNAL ENTRY OF JUDGMENT

This cause comes before the Court this 2 day of September, 2025, the
Plaintiffs' and Defendant's Joint Motion to Settle Claim in Excess of \$25,000. The Court finds
that the parties have entered into a Settlement Agreement to resolve this disputed matter and further
finds as follows:

1. This matter arises from a sewer backup on September 17, 2024, in Broken Arrow, Tulsa County, Oklahoma.
2. Plaintiffs alleges they sustained injury and damages because of Defendant's negligence. Said claim is disputed as to liability and damages.
3. A compromise agreement, without admission of liability or wrongdoing, has been reached between the parties wherein Defendant offered to pay a total of \$120,000.00 to Plaintiffs to settle all claims between the parties arising from the September 17, 2024 sewer backup.
4. The settlement figure was given due consideration and was approved by the Broken Arrow City Council.
5. The Court also finds that the Offer of Proof filed by the City of Broken Arrow and the Affidavit of the City's Finance Director are sufficient to comply with the provisions of 62

O.S. § 362.

6. The City has agreed that payment of the settlement funds to Plaintiffs shall be made at once and not over the course of three years as otherwise permitted by law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that pursuant to a compromise settlement of disputed claims, and without admitting liability, Plaintiffs are granted judgment against Defendant in the sum of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this settlement is approved under 62 O.S. § 362 and shall be paid in accordance with 62 O.S. §§ 365.5 and 365.6, and 51 O.S. §§ 158 and 159.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this is an appropriate award to be paid from the sinking fund and from the *ad valorem* tax base of the City of Broken Arrow. That statutorily this award could be paid over a three-year period of time; however, in accordance with the agreement of the parties, payment shall be made at once, and not over the course of three years as otherwise permitted by law.

DATED this 2 day of September, 2025.

REBECCA NIGHTINGALE

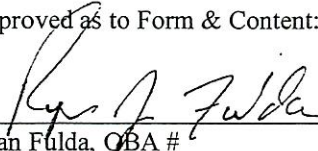
JUDGE OF THE DISTRICT COURT
TULSA COUNTY
STATE OF OKLAHOMA

I, Don Newberry, Court Clerk, for Tulsa County, Oklahoma,
hereby certify that the foregoing is a true, correct and full
copy of the instrument herewith set out as appears on record
in the Court Clerk's Office of Tulsa County, Oklahoma, this

SEP 02 2025

By Allen Lee
Deputy

Approved as to Form & Content:



Ryan Fulda, OBA #

Fulda Law

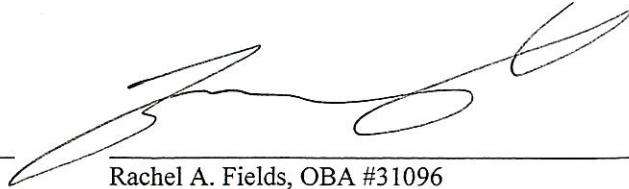
1800 S. Baltimore Avenue, Ste. 420

Tulsa, Oklahoma 74119

Phone: 918-550-8109

rfulda@fuldalaw.com

Attorney for Plaintiffs



Rachel A. Fields, OBA #31096

Zachary A. Waldroup, OBA #34814

City of Broken Arrow, Legal Dept.

PO Box 610

Broken Arrow, OK 74013

Phone: 918-259-2400

rfields@brokenarrowok.gov

zwaldroup@brokenarrowok.gov

Attorneys for City of Broken Arrow



City of Broken Arrow

Request for Action

File #: 25-1478, **Version:** 1

Broken Arrow City Council
Meeting of: October 21, 2025

Title:

Approval of and authorization to execute Resolution No. 1710, a Resolution authorizing the take off and landing of a helicopter at Broken Arrow's Veterans Park on Saturday, November 1, 2025

Background:

On Saturday, November 1, 2025, the Broken Arrow Elks Lodge will host the 6th Annual Veteran's Day Parade in downtown Broken Arrow. The Broken Arrow Elks Lodge has invited a U.S. Army Black Hawk helicopter to participate in the Parade. Broken Arrow Code of Ordinances, Chapter 3 Section 3.5.2 prohibits a helicopter from taking off from, or landing upon, any land, building, or structure within the city limits except at a site specifically authorized by City Council.

By way of Resolution No. 1710, City Council authorizes the temporary use of Broken Arrow's Veterans Park, 1111 South Main Street, for the take off and landing of the helicopter on Saturday, November 1, 2025.

Cost: \$00.00

Funding Source: NA

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: Resolution No. 1710

Recommendation:

Approve Resolution No. 1710 and authorize its execution.

RESOLUTION NO. 1710

A RESOLUTION AUTHORIZING THE TAKE OFF AND LANDING OF A HELICOPTER AT BROKEN ARROW'S VETERANS PARK, 1111 SOUTH MAIN STREET, ON SATURDAY, NOVEMBER 1, 2025

WHEREAS, on Saturday, November 1, 2025, the Broken Arrow Elks Lodge will host the 6th Annual Veteran's Day Parade; and

WHEREAS, the Veteran's Day Parade will be held in the Rose District, in downtown Broken Arrow; and

WHEREAS, the Broken Arrow Elks Lodge has invited a U.S. Army Black Hawk helicopter to participate in the Veteran's Day Parade,

WHEREAS, Broken Arrow's Code of City Ordinances Chapter 3, Section 3.5.2(2) prohibits a helicopter from taking off from or landing upon any land, building, or structure within the city limits *except* at a site specifically authorized by City Council; and

WHEREAS, it is desirable and in the best interest of the City of Broken Arrow to authorize the temporary use of Broken Arrow's Veterans Park, 1111 South Main Street, for the take off and landing of the helicopter during the Veteran's Day Parade; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, that the take off and landing of a helicopter is authorized at Broken Arrow's Veterans Park, 1111 South Main Street, on Saturday, November 1, 2025.

This Resolution is approved and passed in open meeting by the City Council of the City of Broken Arrow on this 21st day of October, 2025.

ATTEST:

Mayor

(SEAL) City Clerk

APPROVED:

City Attorney



City of Broken Arrow

Request for Action

File #: 25-1463, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Approval of and authorization to execute Resolution No. 1713, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 5.0 and 5.1 consisting of 3,333 square feet and 345 square feet, respectively, of permanent right-of-way located at 10132 South 177th East Avenue in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Rose Graham Properties, LLC, an Oklahoma limited liability company, the owner, for the 9th Street widening from New Orleans Street to Washington Street, Parcels 5.0 and 5.1 (Project No. ST23280)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Rose Graham Properties, LLC, an Oklahoma limited liability company, the owner, to conform with requirements in BAZ-1922. Parcel 5.0 consists of 3,333 square feet and 5.1 consists of 345 square feet of permanent right-of-way located at 10132 South 177th East Avenue in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma.

A copy of the General Warranty Deed is attached.

Cost: \$0.00

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Resolution No. 1713
General Warranty Deed

Recommendation:

Approve and authorize execution of Resolution No. 1713.

RESOLUTION NO. 1713

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCELS 5.0 AND 5.1 CONSISTING OF 3,333 SQUARE FEET AND 345 SQUARE FEET, RESPECTIVELY, OF PERMANENT RIGHT-OF-WAY LOCATED AT 10132 SOUTH 177TH EAST AVENUE IN BROKEN ARROW, OKLAHOMA, IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, FROM ROSE GRAHAM PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, THE OWNER, FOR THE 9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET, PARCELS 5.0 AND 5.1. (PROJECT NO. ST23280)

WHEREAS, the right-of-way acquisition for the 9th Street widening from New Orleans Street to Washington Street has been approved as General Obligation Bond 2018; and

WHEREAS, the owner of Parcels 5.0 and 5.1, consisting of 3,333 square feet and 345 square feet, respectively, of permanent Right-of-Way located at 10132 South 177th East Avenue in Broken Arrow, Oklahoma has dedicated right-of-way in conformance with the requirements for the approval of a zoning change requested in application BAZ-1922; and

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

1. The City of Broken Arrow accepts the General Warranty Deed for Parcels 5.0 and 5.1 from Rose Graham Properties, LLC, an Oklahoma limited liability company.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 21st day of October, 2025.

MAYOR

ATTEST:

(seal) CITY CLERK

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

GENERAL WARRANTY DEED

THIS INDENTURE is made this 7th day of October, 2025, between ROSE GRAHAM PROPERTIES, LLC, an Oklahoma limited liability company, party of the first part, and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

ROSE GRAHAM PROPERTIES, LLC

By: 

Agnes L. McGee, Executive Managing Member

Return to:

City of Broken Arrow

City Clerk

PO Box 610

Broken Arrow, OK 74013

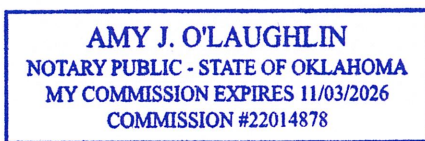
By: 

Michael G. McGee, Managing Member

[illegible]

7th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of October, 2025, personally appeared Agnes McGee, to me known to be the identical person(s) 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.

Given under my hand and seal of office the day and year last written above.




NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Dr M

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

Engineer: BSS checked: 10/7/25
PROJECT: ST23280, 9th St Roadway Imp, New Orleans
St -Washington St, Parcel No. 5.0 and 5.1
and 5.1

City Clerk

PARCEL 5.0
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the parcel described in document number 2019045726 as filed with the Tulsa County Clerk's office being a part of the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Northeast corner of said Northeast Quarter; thence a distance of 501.63 feet, on a bearing of S01°26'16"E, being the basis of bearings for this description, along the East line of said Northeast Quarter; thence a distance of 24.75 feet, on a bearing of S88°33'44"W to a point on the Westerly Present Right-of-Way line for S 9th Street, same being a point on the North line of said parcel being 24.75 feet West of said East line as well as the Point of Beginning; thence S01°26'16"E, along said Westerly Present Right-of-Way line and said parallel line, a distance of 132.00 feet to a point on the South line of said parcel; thence S88°33'44"W along the said South line, a distance of 25.25 feet to point on a line being 50.00 feet West of and parallel with the East line of said Northeast Quarter; thence N01°26'16"W, along said parallel line, a distance of 132.00 feet to a point on the North line of said parcel; thence N88°33'44"E, along said North line, a distance of 25.25 feet to the Point of Beginning.

Said parcel of land containing 3,333 square feet, or 0.07 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on August 18th, 2025.

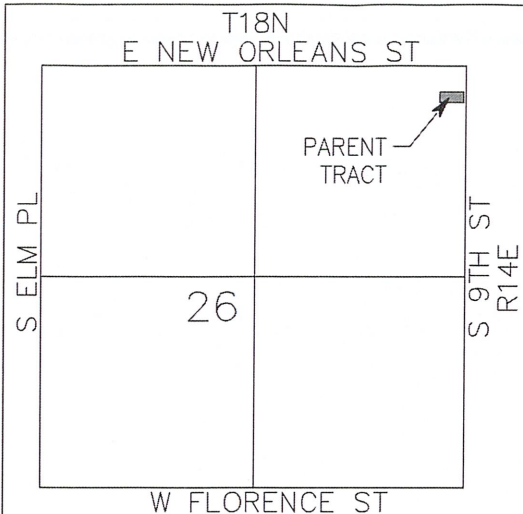
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 18th day of August 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



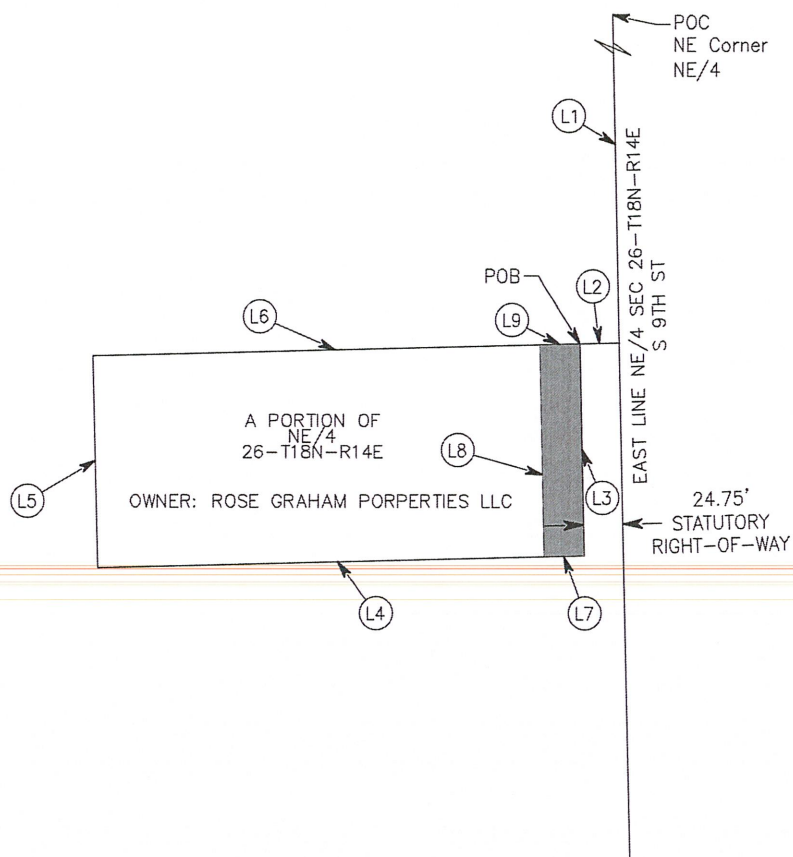


Parcel No.: 5.0 Right of Way
City Project No: ST23280

Tract Area	40.293	S.F.	0.93	Acres
Existing R/W	0	S.F.	0.00	Acres
5.0 Proposed R/W	3.333	S.F.	0.07	Acres
5.0 Rem in Tract	36.960	S.F.	0.86	Acres
5.1 Proposed R/W	345	S.F.	0.01	Acres
Total Rem in Tract	36.615	S.F.	0.85	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	0	S.F.	0.00	Acres

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S01°26'16"E	501.63'	L6	N88°33'44"E	305.25'
L2	S88°33'44"W	24.75'	L7	S88°33'44"W	25.25'
L3	S01°26'16"E	132.00'	L8	N01°26'16"W	132.00'
L4	S88°33'44"W	305.25'	L9	N88°33'44"E	25.25'
L5	N01°26'16"W	132.00'			

1"=120'



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE EAST LINE OF THE NE/4 OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°26'16"E.
2. SEE PARCEL 5.0 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.
3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.



Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

PARCEL 5.1
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the parcel described in document number 2019045726 as filed with the Tulsa County Clerk's office being a part of the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Northeast corner of said Northeast Quarter; thence a distance of 501.63 feet, on a bearing of S01°26'16"E, being the basis of bearings for this description, along the East line of said Northeast Quarter; thence a distance of 50.00 feet, on a bearing of S88°33'44"W to a point on the North line of said parcel being 50.00 feet West of said East line as well as the Point of Beginning; thence S01°26'16"E, along said parallel line, a distance of 35.95 feet; thence N31°32'15"W, a distance of 29.91 feet to point on a line being 65.00 feet West of and parallel with the East line of said Northeast Quarter; thence N01°26'16"W, along said parallel line, a distance of 10.07 feet to a point on the North line of said parcel; thence N88°33'44"E, along said North line, a distance of 15.00 feet to the Point of Beginning.

Said parcel of land containing 345 square feet, or 0.01 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on August 18th, 2025.

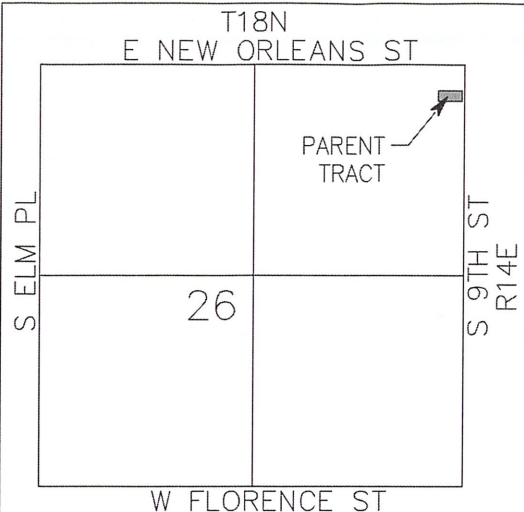
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 18th day of August 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



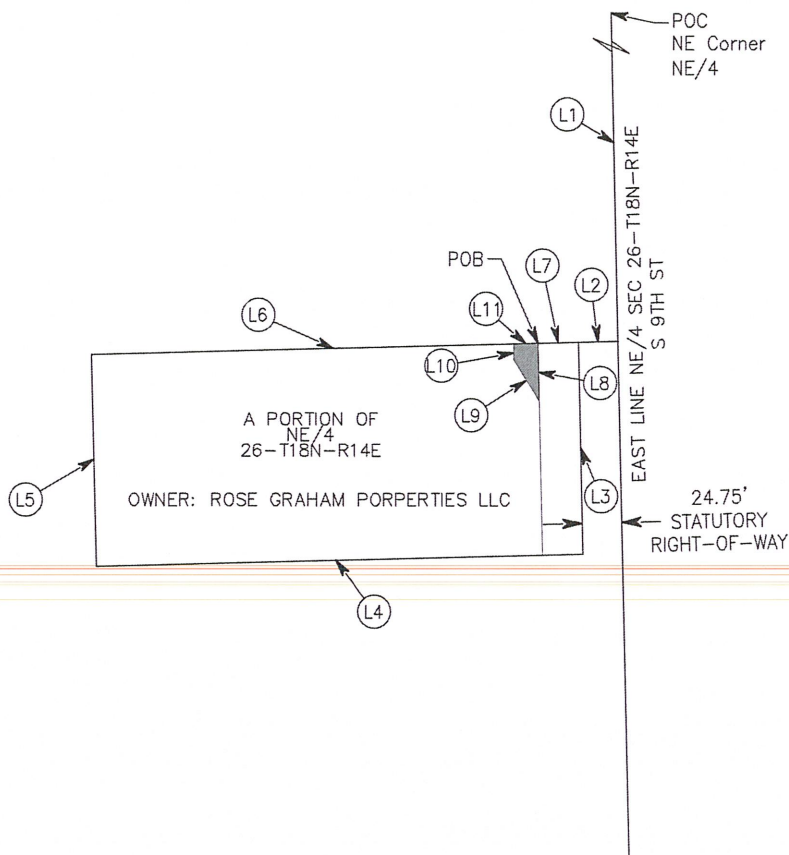


Parcel No.: 5.1 Right of Way
City Project No: ST23280

Tract Area	40.293	S.F.	0.93	Acres
Existing R/W	0	S.F.	0.00	Acres
5.0 Proposed R/W	3.333	S.F.	0.07	Acres
5.0 Rem in Tract	36.960	S.F.	0.86	Acres
5.1 Proposed R/W	345	S.F.	0.01	Acres
Total Rem in Tract	36.615	S.F.	0.85	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	0	S.F.	0.00	Acres

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S01°26'16"E	501.63'	L7	S88°33'44"W	25.25'
L2	S88°33'44"W	24.75'	L8	S01°26'16"E	35.95'
L3	S01°26'16"E	132.00'	L9	N31°32'15"W	29.91'
L4	S88°33'44"W	305.25'	L10	N01°26'16"W	10.07'
L5	N01°26'16"W	132.00'	L11	N88°33'44"E	15.00'
L6	N88°33'44"E	305.25'			

1"=120'



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE EAST LINE OF THE NE/4 OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°26'16"E.
2. SEE PARCEL 5.1 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.
3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.



Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026



City of Broken Arrow

Request for Action

File #: 25-1467, Version: 1

**Broken Arrow City Council
Meeting of: 10-21-2025**

Title:

Approval of and authorization to execute Resolution No. 1714, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 32.0, consisting of 2,641 square feet of permanent Right-of-Way located at 17810 East 101st Street South in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Judy Ann Spraker f/k/a Judy Ann Whited, the owner, and authorization of payment in the amount of \$11,890.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 32.0 (Project No. ST23280)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Judy Ann Spraker f/k/a Judy Ann Whited, the owner. Parcel 32.0 consists of 2,641 square feet, generally located at 17810 East 101st Street South in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Judy Ann Spraker has accepted the following offer, made subject to City Council approval:

Permanent Right of Way/ Fee Simple: 2,641 SQUARE FEET (SF) \$4.50 SF = \$11,884.50
Total Just Compensation Amount (Rounded) = \$11,890

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on October 21, 2025, City Council Claims List.

Cost: \$11,890.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1714
General Warranty Deed
Acceptance Letter
Conditions for Payment
Affidavit

Recommendation:

Approve and authorize execution of Resolution No. 1714

RESOLUTION NO. 1714

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 32.0, CONSISTING OF 2,641 SQUARE FEET OF PERMANENT RIGHT-OF-WAY LOCATED AT 17810 EAST 101ST STREET SOUTH IN BROKEN ARROW, OKLAHOMA, IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, FROM JUDY ANN SPRAKER F/K/A JUDY ANN WHITED, THE OWNER, AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF \$11,890.00 FOR THE 9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET, PARCEL 32.0 (PROJECT NO. ST23280)

WHEREAS, the right-of-way acquisition for the 9th Street widening from New Orleans Street to Washington Street, has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of \$11,890.00 to Judy Ann Spraker f/k/a Judy Ann Whited, the owner of Parcel 32.0, which consists of 2,641 square feet of Permanent Right of Way located at 17810 East 101st Street South in Broken Arrow, Oklahoma; and

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

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 32.0 from Judy Ann Spraker f/k/a Judy Ann Whited, and authorizes payment in the amount of \$11,890.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 21st day of October, 2025.

MAYOR

ATTEST:

(seal) CITY CLERK

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

GENERAL WARRANTY DEED

THIS INDENTURE is made this 29th day of September, 2025, between JUDY ANN SPRAKER f/k/a JUDY ANN WHITED a/k/a JUDY A. WHITED a/k/a JUDY WHITED, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013


JUDY ANN SPRAKER f/k/a

N/A
JUDY ANN WHITED a/k/a

N/A
JUDY A. WHITED a/k/a

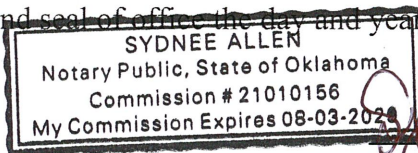
N/A
JUDY WHITED

STATE OF OKLAHOMA)

COUNTY OF Tulsa) §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19 day of Sept, 2025, personally appeared JUDY ANN SPRAKER f/k/a ~~JUDY ANN WHITED~~ a/k/a ~~JUDY A. WHITED~~ a/k/a ~~JUDY WHITED~~, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Jon M.

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

Engineer: ELR Date: 10/8/25
Project: ST23280 9th Street Roadway Improvements ~
New Orleans Street to Washington Street
Parcel 32.0

City Clerk

PARCEL 32.0
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence a distance of 362.01 feet, on a bearing of N88°37'26"E, along the North line of said Northwest Quarter, said line being the basis of bearing; thence a distance of 45.00 feet, on a bearing of S01°22'34"E to a point on the Southerly Present Right-of-Way line for E New Orleans Street, same being a point on a line being 45.00 feet South of and parallel with the North line of said Northwest Quarter, same being a point on the West line of the parent tract, same point also being the Point of Beginning; thence N88°37'26"E, along said Southerly Present Right-of-Way line and said parallel line, a distance of 180.99 feet; thence S01°22'34"E, along the East line of said parent tract, a distance of 10.00 feet; thence S88°37'26"W, parallel to said North line, a distance of 92.93 feet; thence S43°37'26"W, a distance of 14.14 feet to a point 65.00 feet South of said North line; thence S88°37'26"W, parallel to said North line, a distance of 78.06 feet to a point on said West line; thence N01°22'34"W, along said West line, a distance of 20.00 feet to the Point of Beginning.

Said parcel of land containing 2,641 square feet, or 0.06 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on July 11h, 2025.

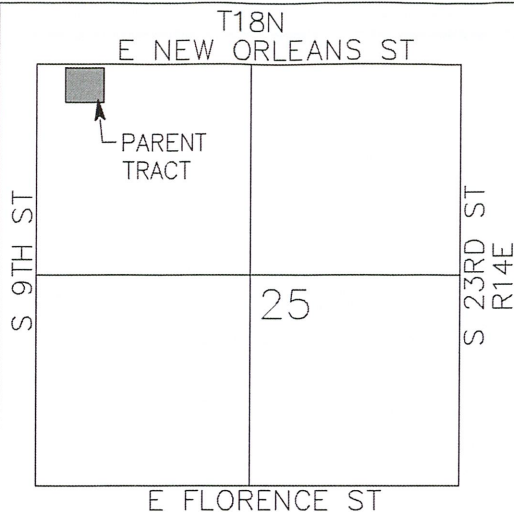
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 11th day of July 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.

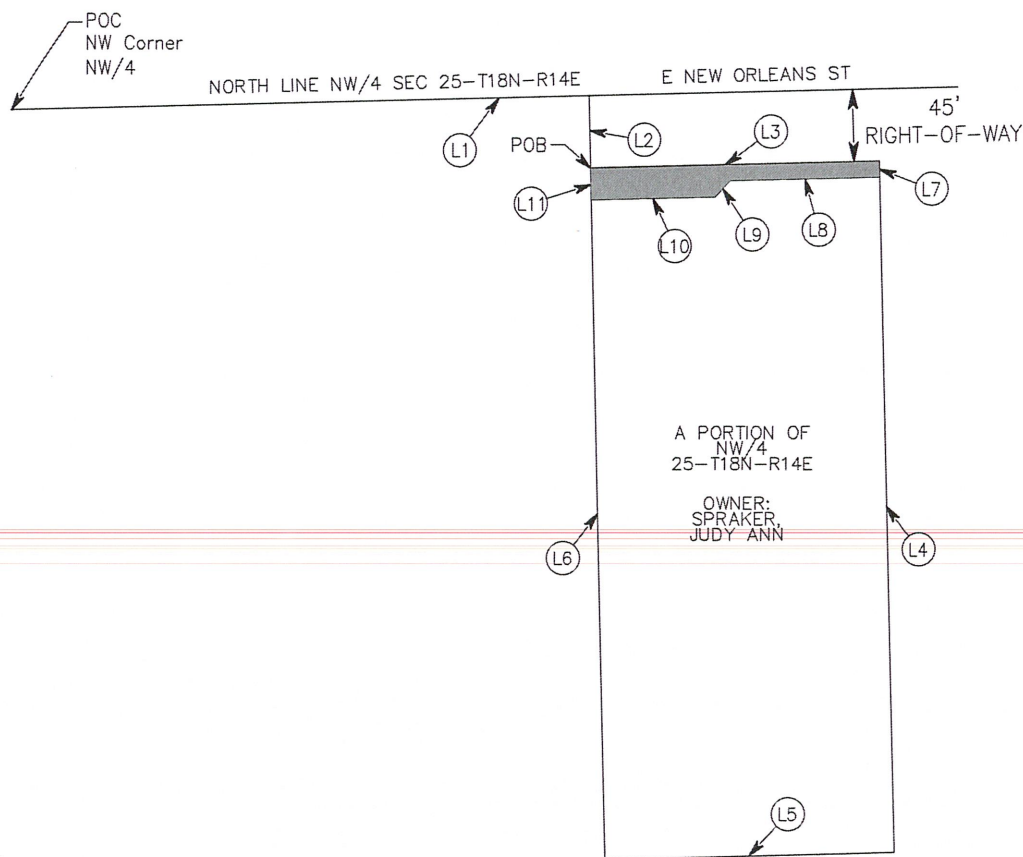




Parcel No.: 32.0 Right of Way
City Project No: ST23280

Tract Area	77.976	S.F.	1.79	Acres
Existing R/W	0	S.F.	0.00	Acres
Proposed R/W	2.641	S.F.	0.06	Acres
Rem in Tract	75.335	S.F.	1.73	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	0	S.F.	0.00	Acres

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N88°37'26"E	362.01'	L7	S01°22'34"E	10.00'
L2	S01°22'34"E	45.00'	L8	S88°37'26"W	92.93'
L3	N88°37'26"E	180.99'	L9	S43°37'26"W	14.14'
L4	S01°22'34"E	430.83'	L10	S88°37'26"W	78.06'
L5	S88°36'55"W	180.99'	L11	N01°22'34"W	20.00'
L6	N01°22'34"W	430.86'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE NORTH LINE OF THE NW/4 OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 14 EAST AS N88°37'26"E.
2. SEE PARCEL 32.0 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.
3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.



Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026



August 4, 2025

JUDY ANN SPRAKER
748 S QUEBEC AVE
TULSA, OK 74112



**RE: REVISED OFFER LETTER - 9TH STREET-NEW ORLEANS STREET TO
WASHINGTON STREET ROADWAY IMPROVEMENTS, PROJECT NO. ST23280,
PARCEL NO. 32.0**

PROPERTY ADDRESS: 17810 E 101st ST SO., BROKEN ARROW, OK 74011

Ms. Spraker:

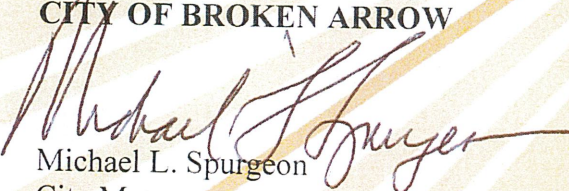
Representatives of the Department of Engineering and Construction have kept me apprised of the discussions regarding the proposed easement acquisition of your property in relation to the proposed roadway widening project. After reviewing your response to the City's offer, I am prepared to make the following counteroffer in accordance with your written request subject to City Council approval:

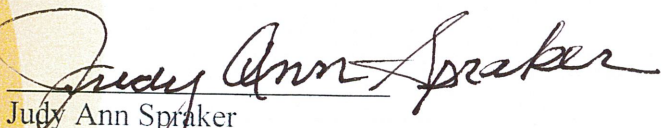
Fee simple, Permanent Right of Way: 2,641.00 SQUARE FEET (SF) @ \$4.50 SF = \$11,884.50

Total Just Compensation Amount (Rounded) = \$11,890.00

By your signature on this letter, you have accepted the City's offer of \$11,890.00. Please return this document in the self-addressed-stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-576-4506, or 918-259-7000 ext. 5435. Please respond within ten (10) days of receipt of this letter.

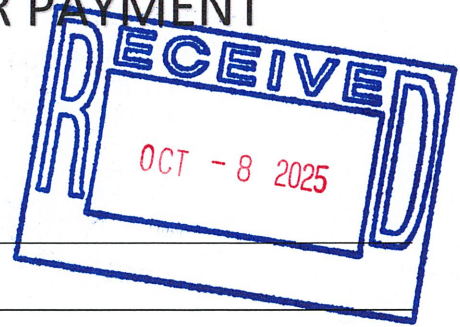
Respectfully,
CITY OF BROKEN ARROW


Michael L. Spurgeon
City Manager


Judy Ann Spraker

MLS/klp
enc

CONDITIONS AND REQUEST FOR PAYMENT



Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: \$11,890.00

Owner's Mailing Address: 748 S. Quebec Ave.
Tulsa, OK 74112

Owner Requests Check:

- ☐ Mailed to above address
- ☒ Mailed to above address by Certified Mail
- ☐ Call me and I will pick it up
- ☐ Delivered by Agent

Check Payable to: JUDY ANN SPRAKER

Signature/Date:

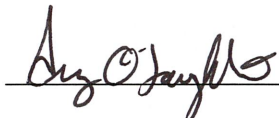
Owner/s:


JUDY ANN SPRAKER

Date:

9/29/2025

Agent:



Date: 10-8-25

Project:

ST23280 9th Street Roadway Improvements ~ New Orleans Street to
Washington Street Parcel 32.0

AFFIDAVIT

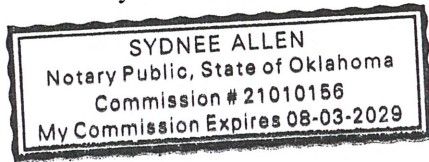
STATE OF OKLAHOMA)
COUNTY OF Tulsa) §

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: Judy Ann Spraker
JUDY ANN SPRAKER

19 BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this Sept. day of Sept., 2025, personally appeared JUDY ANN SPRAKER, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



Sydnee Allen
NOTARY PUBLIC



City of Broken Arrow

Request for Action

File #: 25-1466, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Approval of and authorization to execute an Easement for Facilities by and between the City of Broken Arrow, Oklahoma, and Oklahoma Natural Gas Company, a Division of ONE GAS, Inc., an Oklahoma Corporation for a permanent easement, generally located southwest of the intersection of West Tucson Street and South Aspen Avenue in Broken Arrow, Tulsa County, Oklahoma for the Aspen Widening - Shreveport to Tucson (Project #ST2031)

Background:

Whereas it is necessary for Oklahoma Natural Gas Company to relocate its utilities for the construction of the improvements for the Aspen Widening - Shreveport to Tucson project, Oklahoma Natural Gas Company, has requested a permanent easement, generally located southwest of the intersection of West Tucson Street and South Aspen Avenue. City staff has reviewed the request with Oklahoma Natural Gas and negotiated the placement and construction of their facilities to work with the City's project.

Cost: \$0

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Easement for Facilities

Recommendation:

Approve and authorize the execution of the Easement for Facilities.

EASEMENT FOR FACILITIES

FORM 441 (1-00)

THIS AGREEMENT, made and entered into by and between the City of Broken Arrow, Oklahoma, whose address is PO Box 610, Broken Arrow, Oklahoma 74013, hereinafter called the Grantor, and the Oklahoma Natural Gas Company, a division of ONE GAS, Inc., an Oklahoma corporation, whose address is 15 E. 5th St., Tulsa, Oklahoma 74103, hereinafter called the Grantee.

WITNESSETH, that the Grantor for and in consideration of the sum of \$10.00, and other valuable considerations to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to Grantee a permanent easement in and upon the hereinafter described tract of land for the purposes of installing, maintaining, operating on and/or removing from said regulator station, being approximately 0.1885 acre in area, valve sites, related pipelines, cathodic protection equipment, or other above ground appurtenances, and other similar uses (including the right to fence around the facilities which are located within the 0.1885 acre area) all in connection with Grantee's business, together with the right of ingress and egress across Grantor's contiguous lands to and from said easement area which is situated in Tulsa County, Oklahoma, and described as follows, to-wit:

Tract of land which is 0.1885 acre in area and having a boundary of varying lengths which is located within a portion of the Northeast Quarter (NE $\frac{1}{4}$) of Section 4, Township 17 North, Range 14 East of the Indian Meridian, being described in a document recorded as Case # CJ-2024-03784 with the County Clerk, being more particularly described as a 0.1885 acre tract of land as shown on Exhibit 'A', attached hereby and made a part of this easement.

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantors are to fully use and enjoy the premises except for the easement hereinabove granted.
2. That the Grantee shall pay all damages to fences, crops and premises outside the easement which may be suffered by reason of installing, maintaining, operating or removing said fixtures.
3. This easement shall remain in effect for so long as the said property is used for the purposes herein specified and when such use ceases, all title to said tract shall revert to the Grantors.

This Agreement shall bind and run in favor of the respective parties hereto, their heirs, personal representatives, successors and assigns.

DATED this _____ day of _____, 2025.

CITY OF BROKEN ARROW

By: _____
Debra Wimpee, Mayor


STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 20____, personally appeared Debra Wimpee, Mayor of the City of Broken Arrow, Oklahoma to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation



Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

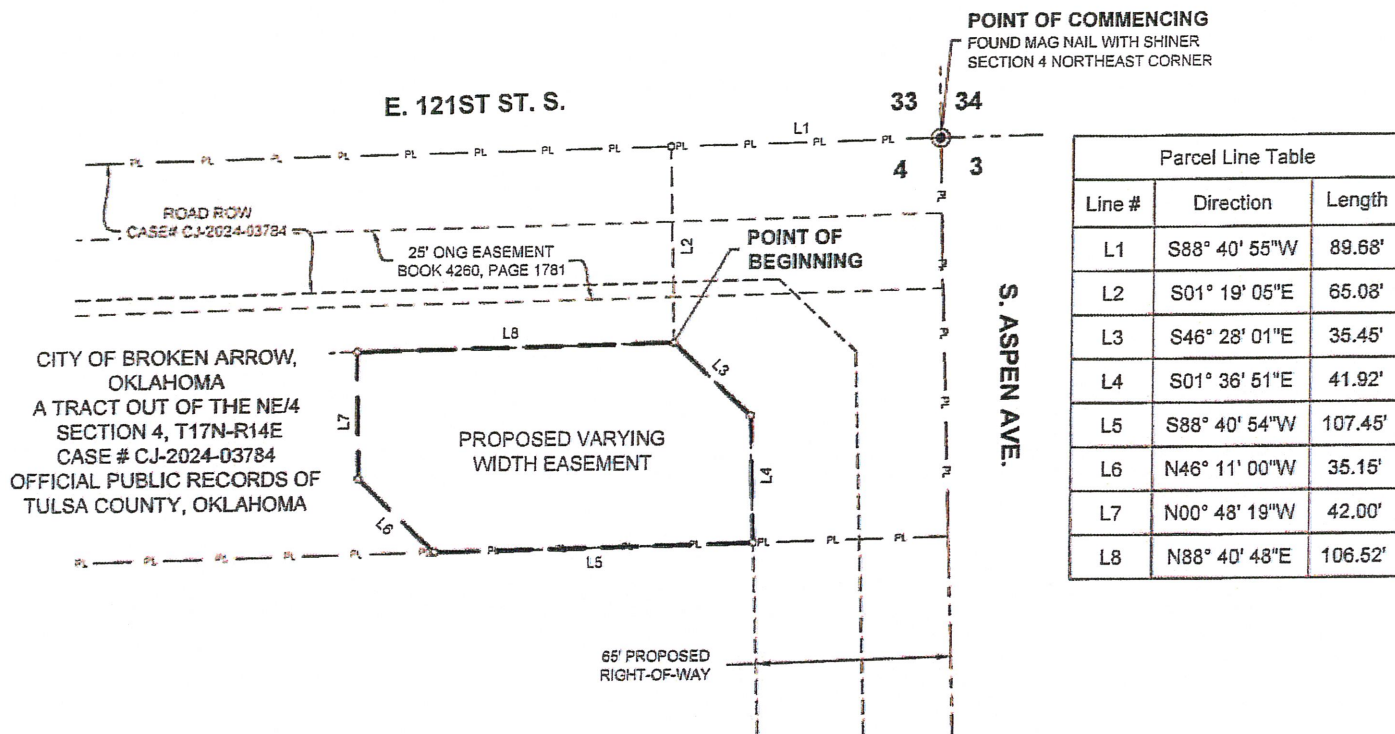
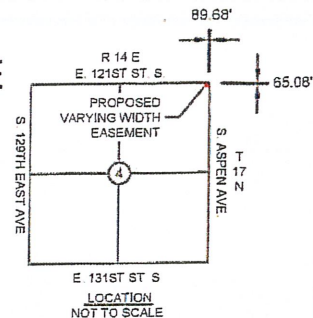
Engineer: RTY Date 10/8/25
Checked: _____
Project: Aspen Widening – Shreveport to Tucson (Project #ST2031)

City Clerk

EXHIBIT 'A'
TULSA COUNTY, OKLAHOMA
SECTION 4, TOWNSHIP 17 N, RANGE 14 E

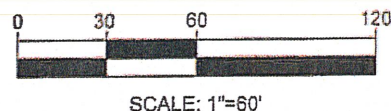
LEGEND	
	= EASEMENT
	= PROPERTY LINE
	= SECTION LINE

AREA TABLE	
PROPOSED VARYING WIDTH EASEMENT	0.1885 ACRES
	8,209 SQ. FT.



THOMAS A. DUNN
PROFESSIONAL LAND
SURVEYOR NO. 2007

SURVEYED ON THE GROUND 03 / 28 / 25



SCALE: 1"=60'

STATE OF OKLAHOMA PROFESSIONAL
LAND SURVEYOR FIRM NO.9468

07/24/2025

TERRATECH
RESOURCES
4057 RILEY FUZZEL RD., STE 500, BOX 411
SPRING, TX 77385
PHONE 281 940 0665

NOTES:

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE OKLAHOMA COORDINATE SYSTEM OF 1983, NORTH ZONE, US SURVEY FEET.
2. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
3. TITLE RESEARCH PERFORMED BY OTHERS.

REV.	DATE	REVISION DESCRIPTION	BY	CHK.	APP.
1	07/08/25	LOCATION ADJUSTED	PWH	JV	TTR
0	06/09/25	ISSUED FOR ACQUISITION	PWH	JV	TTR

PAGE: 1 OF 2 SCALE: 1"=60' JOB: 17-25-0041 DATE: 06/09/25 FILE: COBA PLAT

E. 121ST ST. S. & S. ASPEN AVE.

**PROPOSED VARYING
WIDTH EASEMENT**

0.1885 ACRES SITUATED IN THE
CITY OF BROKEN ARROW, OKLAHOMA PROPERTY
SECTION 4, TOWNSHIP 17 N, RANGE 14 E
TULSA COUNTY, OKLAHOMA

CENTERLINE FOOTAGE: 131.70'

RODS: 7.98

EXHIBIT 'A'
TULSA COUNTY, OKLAHOMA
SECTION 4, TOWNSHIP 17 N, RANGE 14 E

GENERAL DESCRIPTION

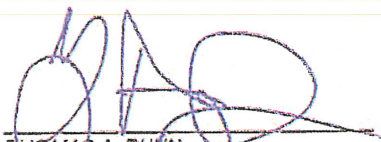
BEING A PROPOSED 0.1885 ACRE (8,209 SQ FT) VARYING WIDTH EASEMENT IN THE NORTHEAST QUARTER OF SECTION 4, T-17 N, R-14 E OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA SITUATED IN THE PROPERTY OF CITY OF BROKEN ARROW, OKLAHOMA AS DESCRIBED IN THAT DOCUMENT RECORDED IN CASE NUMBER CJ-2024-03784 OF THE OFFICIAL PUBLIC RECORDS OF TULSA COUNTY, OKLAHOMA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF SECTION 4 MARKED BY A FOUND MAG NAIL WITH SHINER, THENCE S 88°40' 55" W, 89.68 FEET AND THENCE S 01°19'05" E, 65.08 FEET TO A POINT FOR THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE S 46°28'01" E, 35.45 FEET TO AN ANGLE POINT;
THENCE S 01°36'51" E, 41.92 FEET TO AN ANGLE POINT;
THENCE S 88°40'54" W, 107.45 FEET TO AN ANGLE POINT;
THENCE N 46°11'00" W, 35.15 FEET TO AN ANGLE POINT;
THENCE N 00°43'19" W, 42.00 FEET TO AN ANGLE POINT;
THENCE N 88°40'43" E, 106.52 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT CONTAINING 0.1885 ACRES.

TOTAL LENGTH OF 131.70 FEET OR 7.98 RODS.

NOTE: THIS DESCRIPTION IS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THE SUBSEQUENT MAPPING IS THE RESULT OF THAT SURVEY TOGETHER WITH RECORD TITLE INFORMATION FURNISHED BY OTHERS AND IS NOT A BOUNDARY SURVEY OF THE PARENT PROPERTY. ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE OKLAHOMA COORDINATE SYSTEM OF 1983, NORTH ZONE, US SURVEY FEET.



THOMAS A. DUNN
PROFESSIONAL LAND
SURVEYOR NO. 2007

SURVEYED ON THE GROUND 03 / 28 / 25



07/24/2025

STATE OF OKLAHOMA PROFESSIONAL
LAND SURVEYOR FIRM NO. 9468

E. 121ST ST. S. & S. ASPEN AVE.

**PROPOSED VARYING
WIDTH EASEMENT**

0.1885 ACRES SITUATED IN THE
CITY OF BROKEN ARROW, OKLAHOMA PROPERTY
SECTION 4, TOWNSHIP 17 N, RANGE 14 E
TULSA COUNTY, OKLAHOMA

CENTERLINE FOOTAGE: 131.70'

RODS: 7.98

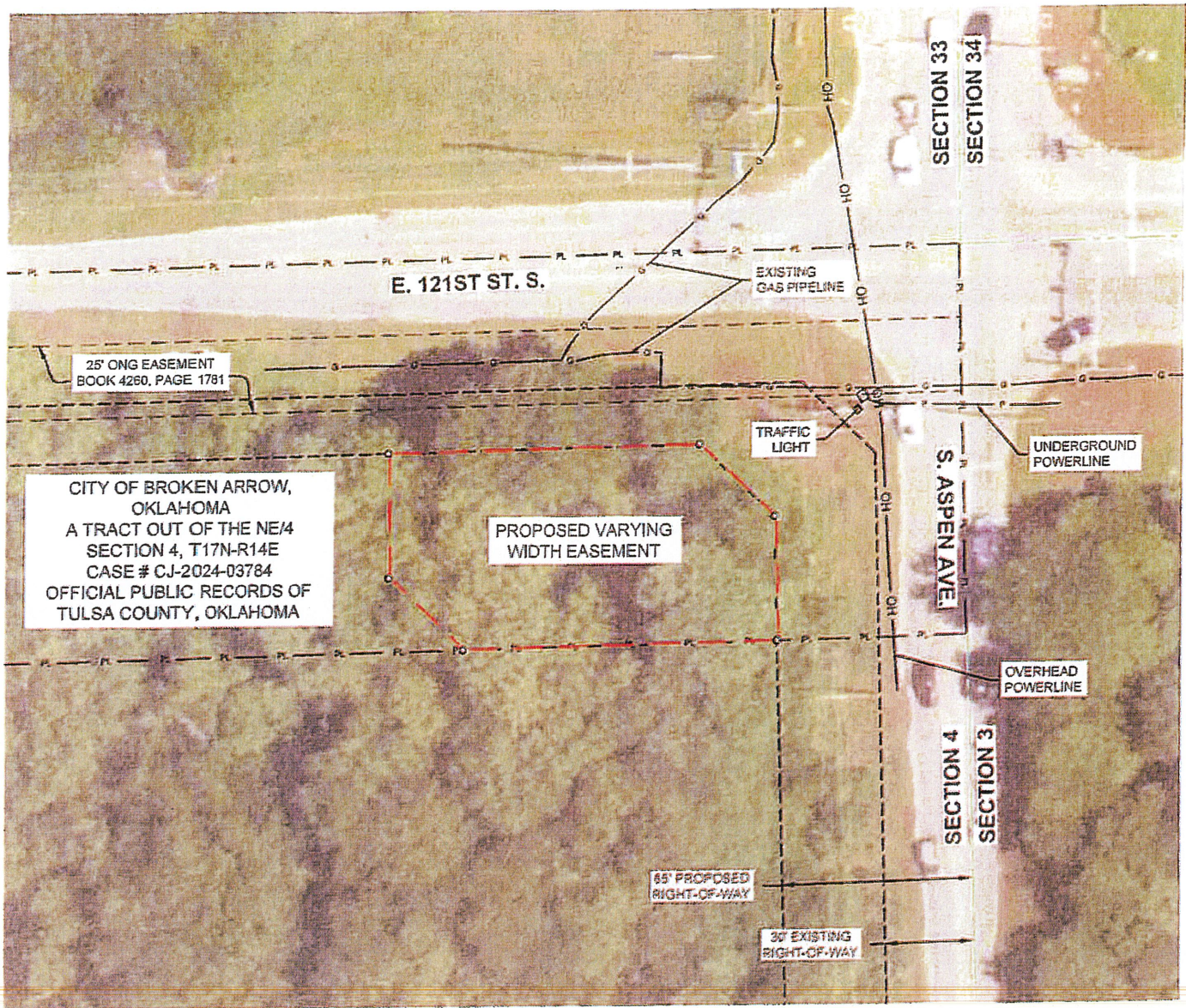
 **TERRATECH
RESOURCES**
4057 RILEY FUZZEL RD., STE 500, BOX 411
SPRING, TX 77386
PHONE 281 940 0666

NOTES:

1. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE OKLAHOMA COORDINATE SYSTEM OF 1983, NORTH ZONE, US SURVEY FEET.
2. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
3. TITLE RESEARCH PERFORMED BY OTHERS.

REV.	DATE	REVISION DESCRIPTION	BY	CHK.	APP.
1	07/08/25	LOCATION ADJUSTED	PWH	JV	TTR
0	06/09/25	ISSUED FOR ACQUISITION	PWH	JV	TTR
PAGE: 2 OF 2 SCALE: N/A JOB: 17-25-0041 DATE: 06/09/25 FILE: COBA PLAT					

AERIAL



STATE OF OKLAHOMA PROFESSIONAL
LAND SURVEYOR FIRM NO.9468

E. 121ST ST. S. & S. ASPEN AVE.

AERIAL

**SECTION 4, TOWNSHIP 17N, RANGE 14E
TULSA COUNTY, OKLAHOMA**

**TERRATECH
RESOURCES**
4057 RILEY FUZZEL RD., STE. 500, BOX 411
SPRING, TX 77386
PHONE 281 940 0665

NOTES:

1. THIS IS AN EXHIBIT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY OR USE FOR CONSTRUCTION.
2. THE IMAGERY SHOWN HEREON WAS NOT TAKEN AT THE TIME OF SURVEY AND MAY NOT REFLECT THE CURRENT CONDITIONS OF THE PROPERTY.

REV.	DATE	REVISION DESCRIPTION	BY	CHK.	APP.
1	07/08/25	ADJUSTED LOCATION	PWH	JV	TTR
0	06/09/25	AERIAL	PWH	JV	TTR
PAGE: 1 OF 1 SCALE: N/A JOB: 17-25-0041 DATE: 06/09/25 FILE: BLALACK EXHIBIT					



City of Broken Arrow

Request for Action

File #: 25-1470, Version: 1

**Broken Arrow City Council
Meeting of: 10-21-2025**

Title:

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

Background:

The attached Temporary Construction Easement is being conveyed to the City of Broken Arrow, a municipal corporation, from Mary Than, as Trustee of The Mary Than Living Trust, U/A dated June 1, 2024, the owner. Parcel 16.1 consists of 1,730 square feet of temporary construction easement, located at 4455 South 209th East Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, State of Oklahoma. The owner has accepted the following offer, made subject to City Council approval:

Temporary Construction Easement: 0.04 Acres @ \$71,000/Acre X 10% = \$284
Total Just Compensation Amount (Rounded) = \$300

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on the October 21, 2025 City Council Claims List.

Cost: \$300.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Acceptance letter
Temporary Construction Easement
Conditions and Request for Payment
Affidavit

Recommendation:

Accept the Temporary Construction Easement



returned
via usps



July 18, 2025

MARY THAN LIVING TRUST
4455 S 209TH E AVE
BROKEN ARROW, OK 74014

**RE: 37TH STREET ROADWAY WIDENING FROM OMAHA ST TO DEARBORN ST
PROJECT NO. ST21390 PROJECT PARCEL #: 16.1**

Trustee of the Mary Than Living Trust:

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Temporary Construction Easement: 0.04 Acres @ \$71,000/Acre X 10% = \$284

Total Just Compensation Amount (Rounded) = \$300

By your signature on this letter, you have accepted the City's offer of \$300.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: kpax@brokenarrowok.gov or 918-259-7000 ext. 5435

Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

for Kenneth D. Schuel
Michael L. Spurgeon
City Manager

MLS/ao
enc

Malan
By: Mary Than, Trustee

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **MARY THAN, as Trustee of THE MARY THAN LIVING TRUST, U/A dated June 1, 2024**, the Owner(s), of the legal and equitable title to the following described real estate situated in Wagoner County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, a temporary easement, through, over, and under, and across the following described property, situated in the County of WAGONER, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 23rd day of September 2025.

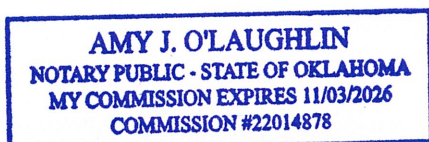


Mary Than, Trustee

STATE OF Oklahoma)
) §
COUNTY OF Wagoner)

23rd BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of September, 2025, personally appeared MARY THAN, as Trustee of THE MARY THAN LIVING TRUST, U/A dated June 1, 2024, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

A handwritten signature in blue ink, appearing to be "Dm m", written over a horizontal line.

Assistant City Attorney

A handwritten signature in blue ink, appearing to be "Amy J. O'Laughlin", written over a horizontal line.
NOTARY PUBLIC

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: LT Date: 9/25/25
Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St
Parcel 16.1

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)
PARCEL NO. 16.1

EXHIBIT A

LEGAL DESCRIPTION

A 20-foot-wide temporary construction easement (T.C.E.),
said easement being a part of the North Half (N 1/2) of Lot 4, Block 4, of Sun City IV,
a subdivision to Wagoner County, Oklahoma, and said easement being more particularly described as follow:
Commencing (POINT OF COMMENCEMENT, P.O.C.) at the Northwest corner of said North Half (N 1/2) of Lot 4, Block 4,
thence along the north line of said Lot 4, North 88 degrees 40 minutes 00 seconds East a distance of 25.00 feet
to the east right of way line of North 37th Street;
thence leaving said north line,
along said east line South 01 degrees 23 minutes 09 seconds East a distance of 10.0 feet to
the POINT OF BEGINNING (P.O.B.);
thence leaving said east line North 88 degrees 40 minutes 00 seconds East a distance of 20.00 feet;
thence South 01 degrees 20 minutes 00 seconds East a distance of 86.50 feet;
thence South 88 degrees 40 minutes 00 seconds West a distance of 20.00 feet
to the east right of way line of North 37th Street;
thence along said east right of way line North 01 degrees 20 minutes 00 seconds West a distance of 86.50 feet
to the POINT OF BEGINNING (P.O.B.), containing 1,730 square feet, or 0.04 acres.

Bearings based on the Oklahoma State Plane Grid North Zone.

This legal description meets the minimum standards for legal description in the State of Oklahoma.

Prepared by Paul Walla, Oklahoma PLS # 1903.

Paul Walla,
Professional Land Surveyor
Oklahoma PLS # 1903
McClelland Consulting Engineers, Inc.



LEGEND

730011042 — TAX PARCEL NUMBER
B: 2014 P: 421 — DEED RECORD
— — — — — EXISTING PROPERTY LINE
——— PROPOSED RIGHT-OF-WAY
——— PROPOSED UTILITY EASEMENT
——— PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: PW
DATE: 03/27/2025
SCALE: AS NOTED

1 OF 2

TEMPORARY
CONSTRUCTION
EASEMENT
(T.C.E.)

E. 37TH ST IMPROVEMENTS
BROKEN ARROW, OK
PARCEL NO. 16.1
OWNER: MARY THAN LIVING TRUST 06/19/2024

MCE MCCLELLAND
CONSULTING
ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM



CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple ~~Call~~ ^{or email} Andy prior to construction

Chain link fence and gate in existing right-of-way to be moved outside of right-of-way during construction to new property line

Terms for Payment: Temporary fencing as needed - animals present.
If large tree dies within 1 year due to construction - \$1,000 compensation will be paid by the City.

Owner's request for payment in the amount of: \$300.00

Owner's Mailing Address: 4455 S 209th E Ave, Broken Arrow, OK 74014

Owner Requests Check:



Mailed to above address



Mailed to above address by Certified Mail



Call me and I will pick it up



Delivered by Agent

Check Payable to: Mary Than

Signature/Date:

Owner/s:

Melan

Date:

9-23-2025

Agent:

Aly O'Leary

Date:

9-23-2025


Project:

ST21390 37th Street Roadway Widening from Omaha St to Dearborn St, Parcel 16.1

AFFIDAVIT

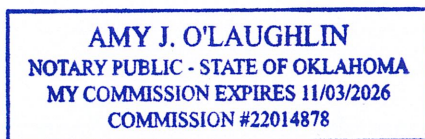
STATE OF OKLAHOMA)
) §
COUNTY OF WAGONER)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: 
Mary Than, Trustee

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of September, 2025, personally appeared MARY THAN, as Trustee of THE MARY THAN LIVING TRUST, U/A dated June 1, 2024, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.




NOTARY PUBLIC



City of Broken Arrow

Request for Action

File #: 25-1464, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Acceptance of a Utility Easement and a Temporary Construction Easement from Kelsey Partners, LLC, a Texas limited liability company, the owner, on property generally located northeast of Highway 51 and west of the Creek Turnpike in Broken Arrow, Oklahoma, located in the west half of Section 17, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Highway 51 North Sewer Extension from Blue Bell Creameries to East Washington Street, Parcels 1.1 and 1.A (Project No. S.25080)

Background:

The attached Utility Easements and Temporary Construction Easement are being donated to the City of Broken Arrow from Kelsey Partners, LLC, a Texas limited liability company, the owner. Parcel 1.1 consists of 0.25 acres of permanent utility easement, and Parcel 1.A consists of 0.20 acres of temporary construction easement, for the Highway 51 North Sewer Extension from Blue Bell Creameries to East Washington Street, located in the west half of Section 17, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma.

A copy of the Utility Easement and Temporary Construction Easement are attached.

Cost: \$0.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Utility Easement
Temporary Construction Easement
Donation Certificate

Recommendation:

Accept the Utility Easement and Temporary Construction Easement.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **KELSEY PARTNERS LLC**, a Texas limited liability company, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in WAGONER County, State of Oklahoma to wit:

SEE EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted, the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

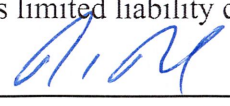
~~PROVIDED~~, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 1st day of October, 2025.

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

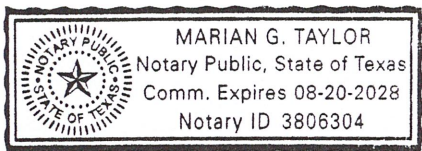
KELSEY PARTNERS LLC
a Texas limited liability company

By: 
Rex F. Robertson, Manager

STATE OF TEXAS)
COUNTY OF DALLAS) §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1 day of October, 2025, personally appeared Rex F. Robertson, as Manager of KELSEY PARTNERS LLC, a Texas limited liability company, to me known to be the identical person(s) 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.

Given under my hand and seal of office the day and year last written above.



Marian B. Taylor
NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

In n

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

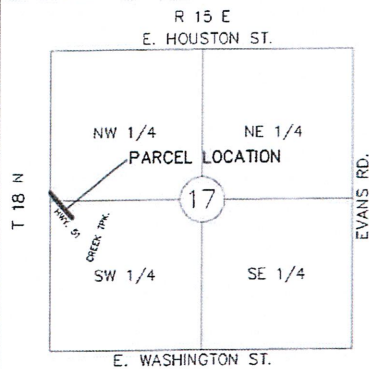
Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Date: 10/8/23

Project: Highway 51 North Sewer Extension from Blue Bell Creameries to East Washington Street
Parcel 1.1



PARCEL NO. 1.1
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
PART OF W/2 OF SECTION 17, T18N, R15E
PERMANENT UTILITY EASEMENT - 10,979.88 S.F.
TEMPORARY CONSTRUCTION EASEMENT - XXXX S.F.

LEGEND

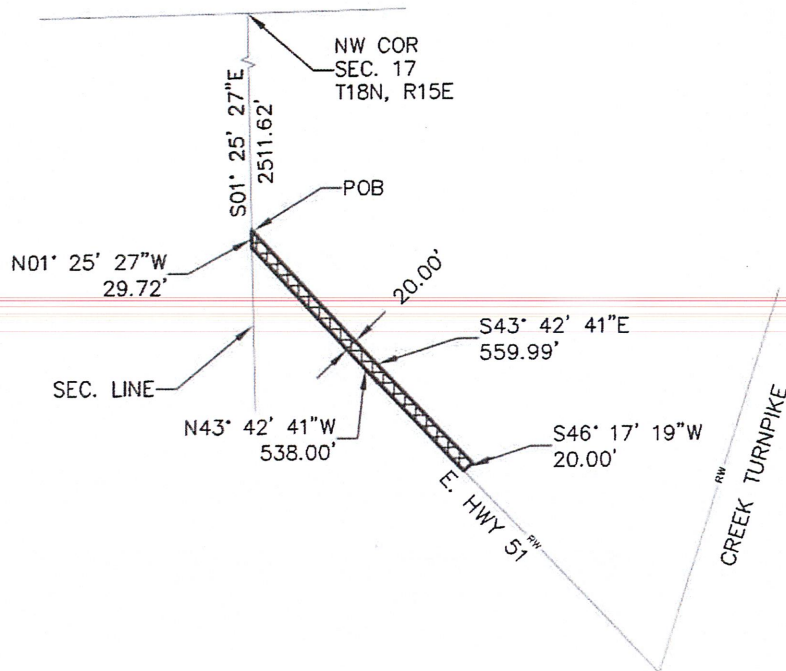
- PROPERTY TO ACQUIRE
- TEMP. CONSTRUCTION EASEMENT

--- RECORDED DISTANCES

BASIS OF BEARING - STATE PLANE COORDINATE SYSTEM (NAD 83)
OKLAHOMA NORTH ZONE

SCALE 1" = 300'

Charles W. Chastain
CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC.
905-A SOUTH 9TH STREET, BROKEN ARROW, OK
918-251-0717, FAX 918-251-0754
CA #219. EXPIRES 06/30/21

TITLE:	HIGHWAY 51 NORTH SEWER EXTENSION FROM BLUE BELL CREAMERIES TO E. WASHINGTON ST.		
PROJECT:	24BABLUEBELL	PROJ. #	S.25080
OWNER:	KELSEY PARTNERS, LLC		
DATE:	JULY 31, 2025	REVISION:	

Parcel No. 1.1
Kelsey Partners, LLC

Date Written: July 31, 2025

PERMANENT EASEMENT

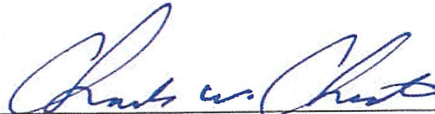
A strip, piece or parcel of land lying in part of the W1/2 of Section 17, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma being more particularly described as follows: Commencing at the Northwest corner of said W1/2, thence S01°25'27"E along the West line thereof 2,511.62 feet to the point of beginning; thence S43°42'41"E 559.99; thence S46°17'19"W 20.00 feet to the northerly right-of-way line of E. Highway 51; thence N43°42'41"W along said northerly right-of way line 538.00' feet to the West line of said W1/2; thence N01°25'27"W along said West line 29.72 feet to the point of beginning.

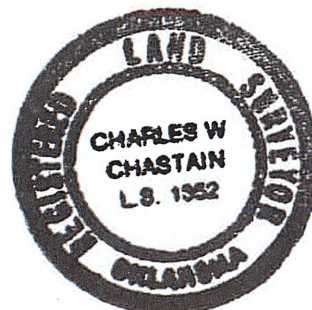
Containing 10,979.88 square feet or 0.25 acres.

Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Permanent Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

7-31-25
Date


Charles W. Chastain, P.L.S. 1352



TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **KELSEY PARTNERS LLC**, a Texas limited liability company, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in WAGONER County, State of Oklahoma to wit:

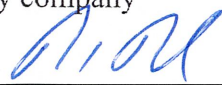
SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 1st day of October 2025.

KELSEY PARTNERS LLC, a Texas limited liability company

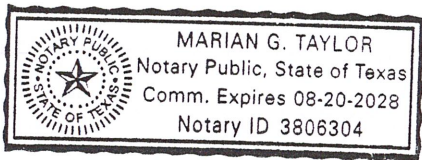
By: 
Rex F. Robertson, Manager

STATE OF TEXAS)

COUNTY OF DALLAS) §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1 day of October, 2025, personally appeared Rex F. Robertson, as Manager of KELSEY PARTNERS LLC, a Texas limited liability company, to me known to be the identical person(s) 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.

Given under my hand and seal of office the day and year last written above.



Marian B. Taylor
NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Don M

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

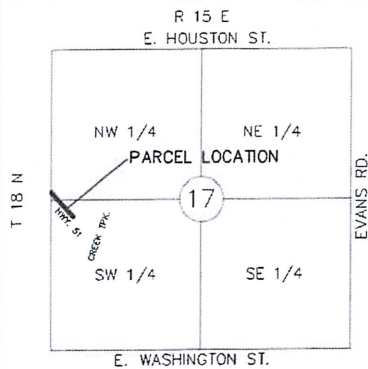
Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Date: 10/8/25

Project: Highway 51 North Sewer Extension from Blue Bell Creameries to East Washington Street
Parcel 1.A



PARCEL NO. 1.A
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
PART OF W/2 OF SECTION 17, T18N, R15E
PERMANENT UTILITY EASEMENT - XXXX S.F.
TEMPORARY CONSTRUCTION EASEMENT - 8,523.53 S.F.

LEGEND

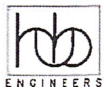
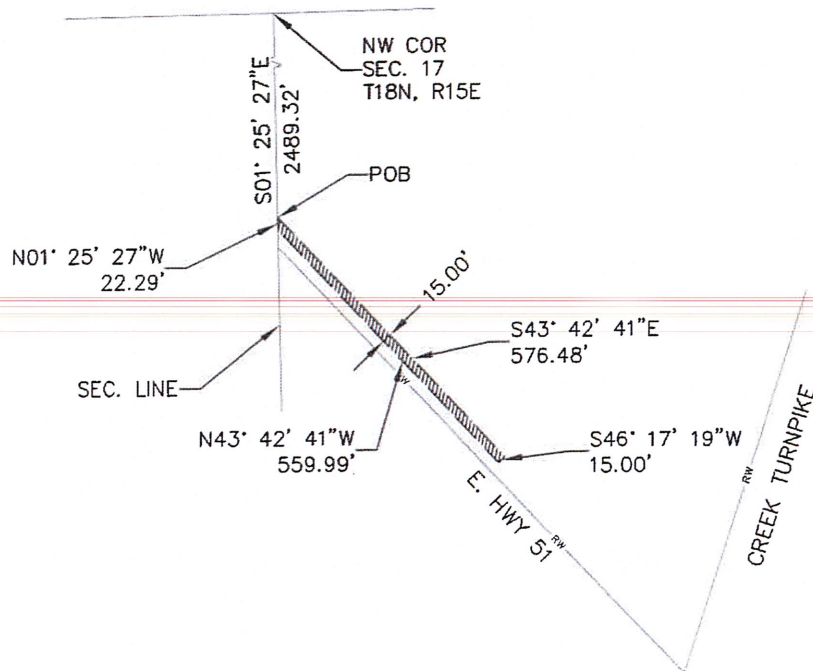
- PROPERTY TO ACQUIRE
- TEMP. CONSTRUCTION EASEMENT

---' RECORDED DISTANCES

BASIS OF BEARING - STATE PLANE COORDINATE SYSTEM (NAD 83)
OKLAHOMA NORTH ZONE

SCALE 1" = 300'

CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC.
905-A SOUTH 9TH STREET, BROKEN ARROW, OK
918-251-0717, FAX 918-251-0754
CA #219, EXPIRES 06/30/21

TITLE:	HIGHWAY 51 NORTH SEWER EXTENSION FROM BLUE BELL CREAMERIES TO E. WASHINGTON ST.		
PROJECT:	24BABLUEBELL	PROJ. #	S.25080
OWNER:	KELSEY PARTNERS, LLC		
DATE:	JULY 31, 2025	REVISION:	

Parcel No. 1.A
Kelsey Partners, LLC

Date Written: July 31, 2025

TEMPORARY CONSTRUCTION EASEMENT

A strip, piece or parcel of land lying in part of the W1/2 of Section 17, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma being more particularly described as follows: Commencing at the Northwest corner of said W1/2, thence S01°25'27"E along the West line thereof 2,489.32 feet to the point of beginning; thence S43°42'41"E 576.48 feet; thence S46°17'19"W 15.00 feet; thence N43°42'41"W 559.99 feet to said West line; thence N01°25'27"W along said West line 22.29 feet to the point of beginning.

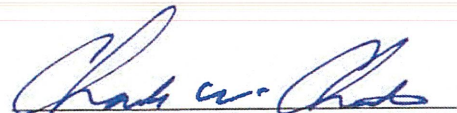
Containing 8,523.53 square feet or 0.20 acres.

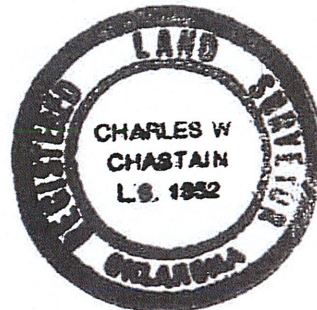
Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Temporary Construction Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

7-31-25

Date


Charles W. Chastain, P.L.S. 1352



DONATION CERTIFICATE


Project: S.25080 County: Wagoner State: OK Parcel: 1.A & 1.1

I, the undersigned, certify that I am fully aware of the use of this parcel of property for the following purpose:

- a. As a permanent right-of-way
- b. As a permanent easement
- c. As a temporary construction easement

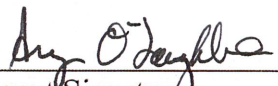
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

I, hereby, elect to convey use of this parcel of property to the City of Broken Arrow, Oklahoma by Donation.


Signature

Rex F. Robertson
Printed Name

7/22/25
Date

Signature

Agent Signature

Printed Name

Acquisition Agent
Title

Date
7-25-25
Date





City of Broken Arrow

Request for Action

File #: 25-1465, Version: 1

**Broken Arrow City Council
Meeting of: 10-21-2025**

Title:

Acceptance of a Utility Easement and a Temporary Construction Easement from Corey Joe Hamilton and Stephanie Hamilton, the owners, on property located at 7601 South Juniper Place in Broken Arrow, Oklahoma, located in the Southeast Quarter of Section 3, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the Elm Creek Trunk Line Replacement, Parcel 23.1 and 23.A (Project No. S.1606)

Background:

The attached Utility Easement and Temporary Construction Easement are being conveyed to the City of Broken Arrow from Corey Joe Hamilton and Stephanie Hamilton, the owners. Parcel 23.1 consists of 0.02 acres of permanent utility easement, and Parcel 23.A consists of 0.02 acres of temporary construction easement for the Elm Creek Trunk Line Replacement, located in the Southeast Quarter of Section 3, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma. Corey Joe Hamilton and Stephanie Hamilton have accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 989 Square Feet (SF) @ \$0.61 PER SF x 50% = \$302.00
Temporary Construction Easement: 704 SF @ \$0.61 PER SF x 08% = \$34.00
Total Just Compensation Amount (Rounded) = \$350.00

A copy of the Utility and Temporary Construction Easements are attached.

Cost: \$350.00
Funding Source: OWRB Loan
Requested By: Charlie Bright, P.E., Director of Engineering and Construction
Approved By: City Manager's Office
Attachments: Utility Easement
Temporary Construction Easement
Acceptance Letter
Conditions for Payment
Affidavit

Recommendation:

Accept the Utility Easement and Temporary Construction Easement.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **COREY JOE HAMILTON AND STEPHANIE HAMILTON**, husband and wife, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in TULSA County, State of Oklahoma to wit:

SEE EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

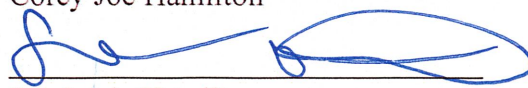
~~PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.~~

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

²⁰²⁰
this ^{3rd} day of October, 2025.
^{4th}

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013


Corey Joe Hamilton


Stephanie Hamilton

STATE OF OKLAHOMA)
COUNTY OF Tulsa) §

4th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of October 2025, personally appeared Corey Joe Hamilton and Stephanie Hamilton, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

Notary Public

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Don't

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

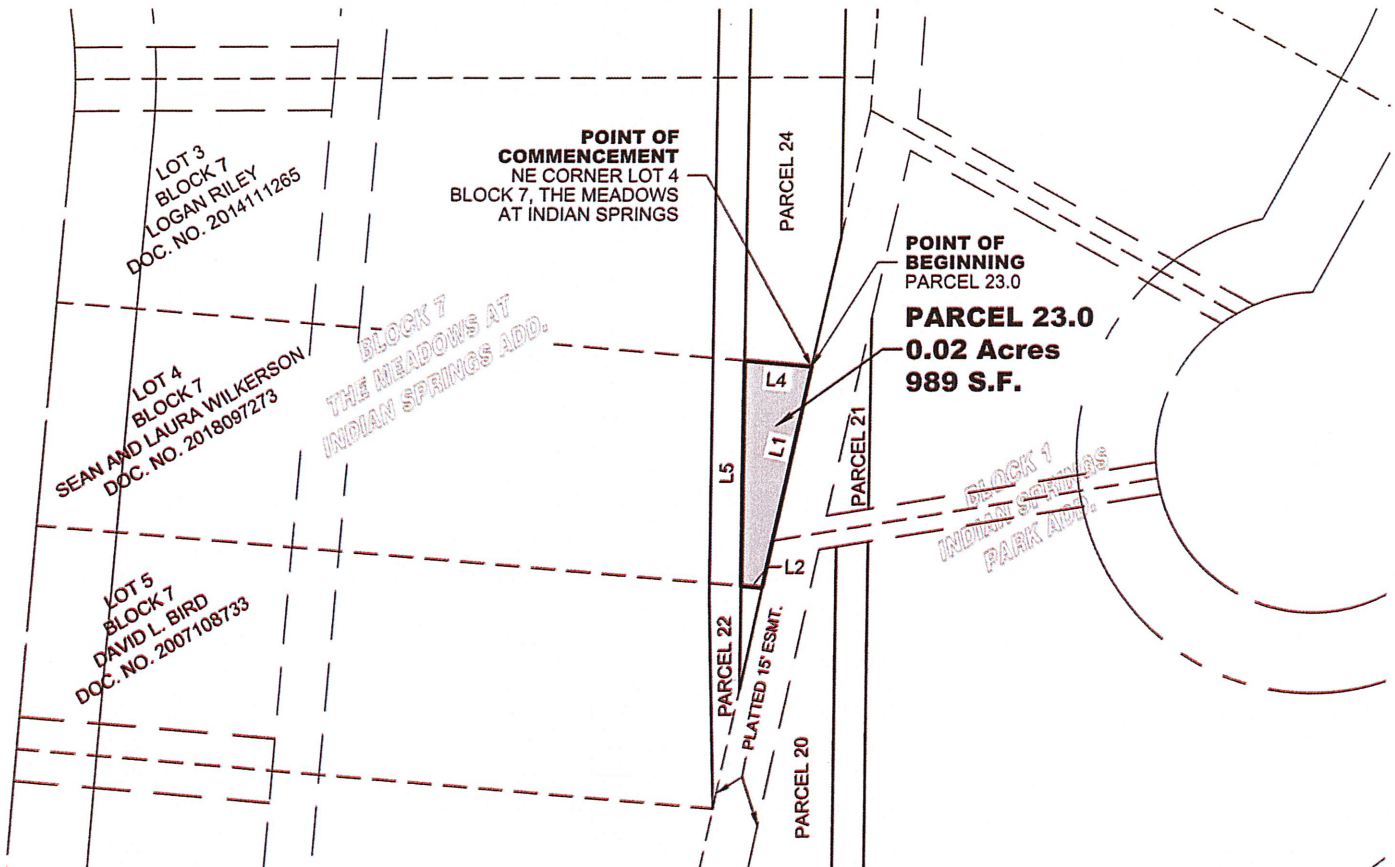
Michael L. Spurgeon, City Manager

Attest:

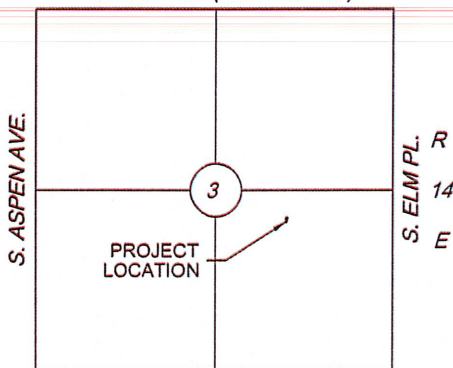
Engineer ELR Date: 10/8/23
Project: S.1606, Elm Creek Trunk Sewer, Parcel 23.1

City Clerk

PARCEL 23 - EXHIBIT "A"
PERMANENT EASEMENT
PART OF LOT 4, BLOCK 7, THE MEADOWS AT INDIAN SPRINGS ADDITION TO THE
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

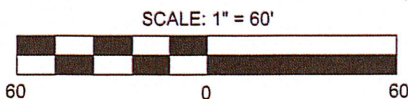


T 17 N
TUCSON ST. (121ST ST. S.)



JASPER ST. (E. 131ST ST. S.)

LOCATION MAP
NOT TO SCALE



BASIS OF BEARINGS

GRID NORTH (N00°00'00"E) OKLAHOMA STATE
PLANE COORDINATE SYSTEM, NORTH ZONE

(SEE PAGE 1 OF 2 FOR LEGAL DESCRIPTIONS)

LINE TABLE		
LINE NO.	DISTANCE	BEARING
L1	70.62'	S12°27'25"W
L2	6.78'	N85°09'07"W
L4	21.47'	S85°09'06"E
L5	70.20'	S00°29'13"W

THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

S:\Survey\Raw Files\19-856 Elm Creek Trunk Line Sewer Improvements\CAD\ Easements\19-856 Easements-Permanent-091420.dwg



COWAN GROUP ENGINEERING
5416 SOUTH YALE, SUITE 210
TULSA, OK 74135
918-949-6171 O 918-949-6174 F
WWW.COWANGROUP.CO
CA# 6414 EXPIRES 6/30/2022

CLIENT:	CITY OF BROKEN ARROW
PROJECT NO:	19-856
DATE:	09/28/2020
REVISED DATE:	
DRAWN BY:	JWS
PAGE:	PAGE 2 OF 2

PARCEL 23 - EXHIBIT "A"
PERMANENT EASEMENT
PART OF LOT 4, BLOCK 7, THE MEADOWS AT INDIAN SPRINGS ADDITION TO THE
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

PARCEL 23.0 LEGAL DESCRIPTION (PERMANENT EASEMENT)

A TRACT OF LAND BEING A PART OF LOT 4, BLOCK 7, THE MEADOWS AT INDIAN SPRINGS ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4;

THENCE S12°27'25"W ALONG THE EASTERLY LINE OF SAID LOT 4 FOR A DISTANCE OF 70.62 FEET TO THE SOUTHERLY LINE OF SAID LOT 4;
THENCE N85°09'07"W ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 6.78 FEET;
THENCE N00°29'13"E FOR A DISTANCE OF 70.20 FEET TO THE NORTHERLY LINE OF SAID LOT 4;
THENCE S85°09'06"E ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 21.47 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINING 0.02 ACRES (989 SQUARE FEET) MORE OR LESS.

BEARINGS ARE BASED ON GRID NORTH (N00°00'00"E) OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

THIS LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR LEGAL DESCRIPTIONS IN THE STATE OF OKLAHOMA.

PREPARED BY JUSTIN SMITH, OKLAHOMA PLS NO. 1868.



JUSTIN SMITH, PLS 1868

DATE

THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

S:\Survey\Raw Files\19-856 Elm Creek Trunk Line Sewer Improvements\CAD\ Easements\19-856 Easements-Permanent-091420.dwg



COWAN GROUP ENGINEERING
5416 SOUTH YALE, SUITE 210
TULSA, OK 74135
918-949-6171 O 918-949-6174 F
WWW.COWANGROUP.CO
CA# 6414 EXPIRES 6/30/2022

CLIENT:	CITY OF BROKEN ARROW
PROJECT NO:	19-856
DATE:	09/28/2020
REVISED DATE:	
DRAWN BY:	JWS
PAGE:	PAGE 1 OF 2

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, COREY JOE HAMILTON AND STEPHANIE HAMILTON, the Owner(s), of the legal and equitable title to the following described real estate situated in TULSA County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:



SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of sewer improvements for the Elm Creek Trunk Line Sewer Replacement, Project #S.1606.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 3rd day of October 2025.

By: 
Corey Joe Hamilton

By:  
Stephanie Hamilton

COUNTY OF Tulsa)⁸

4. BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of October, 2025, personally appeared Corey Joe Hamilton and Stephanie Hamilton, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878


NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Jan M

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

Engineer EIR Date: 10/8/25
Project: S.1606, Elm Creek Trunk Sewer, Parcel 23.A

City Clerk

PARCEL 23 - EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 4, BLOCK 7, THE MEADOWS AT INDIAN SPRINGS ADDITION TO THE
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

PARCEL 23.A LEGAL DESCRIPTION (TEMPORARY CONSTRUCTION EASEMENT)

A TRACT OF LAND BEING A PART OF LOT 4, BLOCK 7, THE MEADOWS AT INDIAN SPRINGS ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4;

THENCE N85°09'06"W ALONG THE NORTHERLY LINE OF SAID LOT 4 FOR A DISTANCE OF 21.47 FEET TO THE POINT OF BEGINNING;

THENCE S00°29'13"W FOR A DISTANCE OF 70.20 FEET TO THE SOUTHERLY LINE OF SAID LOT 4;

THENCE N85°09'07"W ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 10.07 FEET;

THENCE N00°29'34"E FOR A DISTANCE OF 70.20 FEET TO THE NORTHERLY LINE OF SAID LOT 4;

THENCE S85°09'06"E ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 10.06 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINING 0.02 ACRES (704 SQUARE FEET) MORE OR LESS.

BEARINGS ARE BASED ON GRID NORTH (N00°00'00"E) OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

THIS LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR LEGAL DESCRIPTIONS IN THE STATE OF OKLAHOMA.

PREPARED BY JUSTIN SMITH, OKLAHOMA PLS NO. 1868.



JUSTIN SMITH, PLS 1868

DATE

THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

S:\Survey\Raw Files\19-856 Elm Creek Trunk Line Sewer Improvements\CAD\Easements\19-856 Easements-Temporary-091420.dwg



COWAN GROUP ENGINEERING

5416 SOUTH YALE, SUITE 210

TULSA, OK 74135

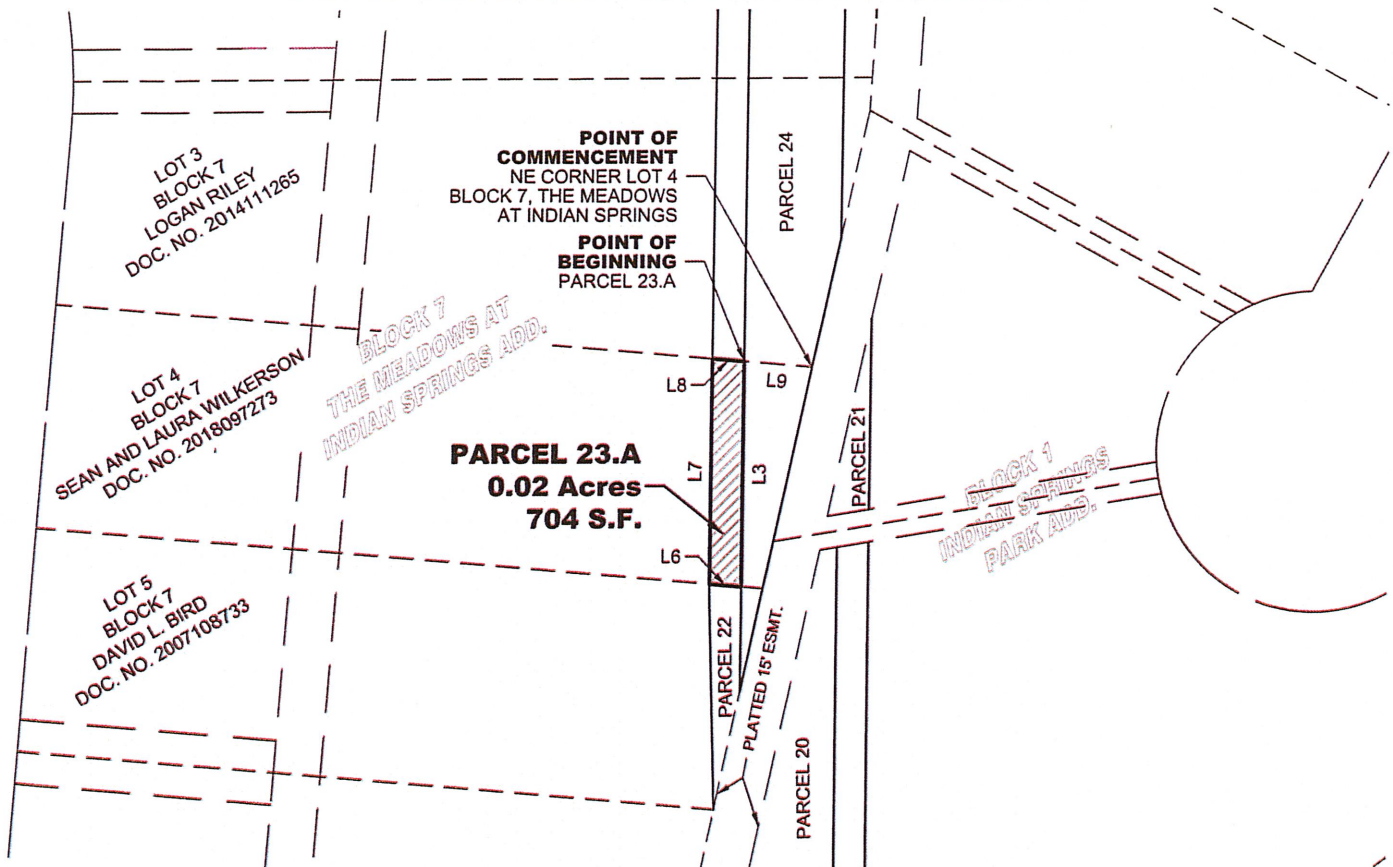
918-949-6171 O 918-949-6174 F

WWW.COWANGROUP.CO

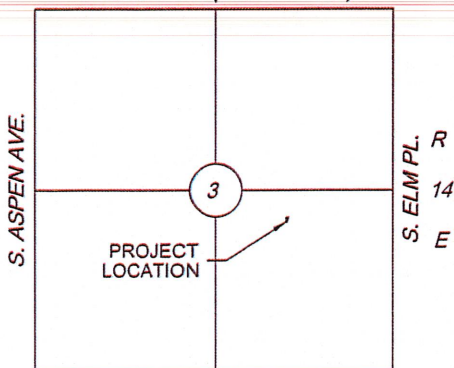
CA# 6414 EXPIRES 6/30/2022

CLIENT:	CITY OF BROKEN ARROW
PROJECT NO:	19-856
DATE:	09/28/2020
REVISED DATE:	
DRAWN BY:	JWS
PAGE:	PAGE 1 OF 2

PARCEL 23 - EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 4, BLOCK 7, THE MEADOWS AT INDIAN SPRINGS ADDITION TO THE
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA



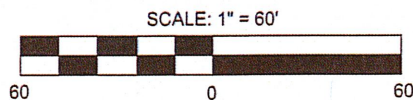
T 17 N
TUCSON ST. (121ST ST. S.)



JASPER ST. (E. 131ST ST. S.)

LOCATION MAP

NOT TO SCALE



BASIS OF BEARINGS


GRID NORTH (N00°00'00"E) OKLAHOMA STATE
PLANE COORDINATE SYSTEM, NORTH ZONE

(SEE PAGE 1 OF 2 FOR LEGAL DESCRIPTIONS)

LINE TABLE		
LINE NO.	DISTANCE	BEARING
L3	70.20'	N00°29'13"E
L6	10.07'	N85°09'07"W
L7	70.20'	N00°29'34"E
L8	10.06'	S85°09'06"E
L9	21.47'	N85°09'06"W

THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

S:\Survey\Raw Files\19-856 Elm Creek Trunk Line Sewer Improvements\CAD\Easements\19-856 Easements-Temporary-091420.dwg

	
COWAN GROUP ENGINEERING 5416 SOUTH YALE, SUITE 210 TULSA, OK 74135 918-949-6171 O 918-949-6174 F WWW.COWANGROUP.CO CA# 6414 EXPIRES 6/30/2022	
CLIENT:	CITY OF BROKEN ARROW
PROJECT NO:	19-856
DATE:	09/28/2020
REVISED DATE:	
DRAWN BY:	JWS
PAGE:	PAGE 2 OF 2



June 14, 2021

Corey and Stephanie Hamilton
7601 S Juniper Place
Broken Arrow, OK 74011

**RE: ELM CREEK TRUNK LINE SEWER REPLACEMENT, PROJECT NO. S.1606,
PARCEL 23.0, 23.A**

**PROPERTY LOCATION: 7601 S JUNIPER PLACE, BROKEN ARROW, OK 74011
PARCEL NO. 80515740359840**

Dear Mr. and Mrs. Hamilton:

The City of Broken Arrow has completed the design phase and is beginning the right of way acquisition phase on the above named project. With a fair market value for the portion to be acquired now completed, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer by the City is subject to City Council approval:

Permanent Right of Way: 989 Square Feet (SF) @ \$0.61 PER SF x 50% = \$302.00

Temporary Construction Easement: 704 SF @ \$0.61 PER SF x 08% = \$34.00

Total Just Compensation Amount (Rounded) = \$350.00

By your signature on this letter, you have accepted the City's offer of \$350.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5435 or cell 918-576-4506. Please respond within 10 days of receipt of this letter.

Respectfully,

CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/klp


Corey Hamilton
Stephanie Hamilton

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: \$350.00

Owner's Mailing Address: 7601 S Juniper Pl, Broken Arrow, OK 74011

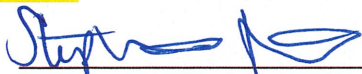
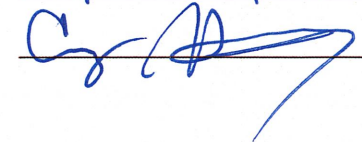
Owner Requests Check:

- ☒ Mailed to above address
- ☐ Mailed to above address by Certified Mail
- ☐ Call me and I will pick it up
- ☐ Delivered by Agent

Check Payable to: Stephanie Hamilton

Signature/Date:

Owner/s:

Date:

10/4/25

10-4-25

Agent: Amy O'Laughlin

Date:

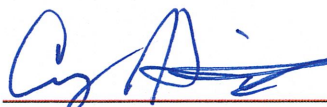
10-4-2025

Project: Elm Creek Trunk Line Sewer Replacement, S.1606, Parcel 23

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.



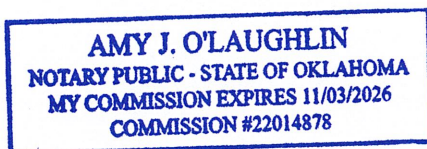
Corey Joe Hamilton



Stephanie Hamilton

^{AND}
3rd 4th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of October, 2025, personally appeared **Corey Joe Hamilton and Stephanie Hamilton**, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.


NOTARY PUBLIC



City of Broken Arrow

Request for Action

File #: 25-1481, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Approval of and authorization of Final Acceptance for the public improvements at Artesia II at Forest Ridge located at East Elgin Street and North 89th Street

Background:

BR Heavy Construction, LLC has completed the construction for Artesia II at Forest Ridge project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the water and sanitary sewer installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of \$118,676.40

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Artesia II at Forest Ridge

Recommendation:

Approve and authorize final acceptance and donation of the public improvements at Artesia II at Forest Ridge located at East Elgin Street and North 89th Street

INFRASTRUCTURE INVENTORY

Artesia II at Forest Ridge East Elgin Street & North 89th Street

Prepared By: BAE

Date: 9/5/2025

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
8" Sanitary Sewer (LINE A & LINE C)	LS			
4' ID Manholes	LS			
WATER				
6" Waterline (LINE C)	LS			
Valves and Fire Hydrants	LS			

Total Cost of Constructed Improvements = \$118,676.40



City of Broken Arrow

Request for Action

File #: 25-1482, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Approval of and authorization of Final Acceptance for the public improvements at Broken Arrow Public Schools Transportation Hub located at 301 West New Orleans Street

Background:

Unified Contractors, LLC has completed the construction BAPS Transportation Hub project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the water installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of \$77,500.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - BAPS Transportation Hub

Recommendation:

Approve and authorize final acceptance and donation of the public improvements at BAPS Transportation Hub located at 301 West New Orleans Street

INFRASTRUCTURE INVENTORY

BAPS Transportation Hub 301 West New Orleans Street

Prepared By: BAE
Date:

10/3/2025

Description	Units	Quantity	Unit Price	Extension
WATER				
6" C-900 DR-14	LF	900		
6" MJ 45 Bends	EA	4		
6" MJ 11-1/4 Bend	EA	1		
8"x6" MJ Reducer	EA	1		
6" MJ Gate Valve	EA	1		
Water Tie Ins	EA	2		
6"x6" Tapping Sleeve and Valve	EA	1		
Fire Hydrant	EA	1		
6" MJ FLG Gate Valve	EA	1		
6"x6" MJ FLG Tee	EA	1		
HD Valve Box	EA	1		
Valve Box Extension	EA	1		
Water Tape	EA	1		
Tracer Wire	EA	1		
3/8 Chips	LS	1		
Agg Base	LS	1		
Total Cost of Water Improvements =				\$77,500.00

Total Cost of Constructed Improvements = \$77,500.00



City of Broken Arrow

Request for Action

File #: 25-1483, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Approval of and authorization of Final Acceptance for the public improvements at Centennial Crossing Townhouses located at 3405 North 1st Street

Background:

A&S Investments Holdings, LLC has completed the construction for Centennial Crossing Townhouse Development project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the water and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of \$20,000.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Centennial Crossing Townhouse Development

Recommendation:

Approve and authorize final acceptance and donation of the public improvements at Centennial Crossing Townhouse Development located at 3405 North 1st Street

INFRASTRUCTURE INVENTORY

Centennial Crossing Townhouse Development 3405 North 1st Street

Prepared By: BAE
Date:

10/6/2025

Description	Units	Quantity	Unit Price	Extension
WATER				
Long service bore and Firehydrant	LS	1	\$4,750.00	\$4,750.00
Total Cost of Water Improvements =				\$4,750.00
PAVING				
Driveways & Curb	LS	1	\$10,000.00	\$10,000.00
Sidewalks	LS	1	\$5,250.00	\$5,250.00
Total Cost of Paving Improvements =				\$15,250.00
Total Cost of Constructed Improvements =				\$20,000.00



City of Broken Arrow

Request for Action

File #: 25-1485, Version: 1

**Broken Arrow City Council
Meeting of: 10-21-2025**

Title:

Approval of and authorization of Final Acceptance for the public improvements at Dr. Lahari Dental Office located at 1701 West Yakima Street

Background:

Williams Contracting, Inc. has completed the construction for Dr. Lahari Dental Office project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of \$14,000.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Dr Lahari Dental Office

Recommendation:

Approve and authorize for final acceptance and donation of the public improvements at Dr. Lahari Dental Office located at 1701 West Yakima Street

INFRASTRUCTURE INVENTORY

Dr Lahari Dental Office 1701 West Yakima Street

Prepared By: BAE
Date:

10/6/2025

Description	Units	Quantity	Unit Price	Extension
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PAVING

Driveways & Curb
Sidewalks

LS	1	\$7,500.00	\$7,500.00
LS	1	\$6,500.00	\$6,500.00
Total Cost of Paving Improvements =			\$14,000.00

Total Cost of Constructed Improvements = \$14,000.00



City of Broken Arrow

Request for Action

File #: 25-1484, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Approval of and authorization of Final Acceptance for the public improvements at Elm Creek located at East 121st Street and South Elm Place

Background:

Green Construction, LLC has completed the construction for Elm Creek project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer, storm, water, and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of \$2,187,978.40

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Elm Creek

Recommendation:

Approve and authorize final acceptance and donation of the public improvements at Elm Creek located at East 121st Street and South Elm Place

INFRASTRUCTURE INVENTORY

Elm Creek West 121st and South Elm

Prepared By: BAE
Date:

9/11/2025

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
8" PVC	LF	3760		
4' Manhole	EA	27		
4' Drop Manhole	EA	8		
8x8x4 Service Tee	EA	73		
Total Cost of Sanitary Sewer Improvements =				\$320,110.00
STORM SEWER				
15" CPP	LF	1007		
18" CPP	LF	1070		
24" CPP	LF	692		
30" CPP	LF	541		
36" CPP	LF	402		
42" CPP	LF	643		
4' Manhole	EA	9		
5' Manhole	EA	2		
6' Manhole	EA	5		
18" End Section	EA	1		
24" End Section	EA	1		
30" End Section	EA	1		
36" End Section	EA	1		
42" End Section	EA	1		
Recessed Inlet 4x2	EA	10		
Recessed Inlet 6x2	EA	1		
Recessed Inlet 8x2	EA	8		
Recessed Inlet w/Access 4x4	EA	4		
Recessed Inlet w/Access 5x4	EA	2		
Recessed Inlet w/Access 8x3	EA	1		
Recessed Inlet w/Access 8x4	EA	7		
Recessed Inlet w/Access 4x3	EA	1		
Recessed Inlet w/Access 6x4	EA	2		
Recessed Inlet w/Access 8x5	EA	1		
Recessed Inlet w/Access 8x6	EA	2		
Pond Outlet Structure	EA	1		
Overflow Weir	LF	205		
Trickle Channel	LF	197		
Total Cost of Storm Sewer Improvements =				\$610,087.00
WATER				
6" Pipe C900	LF	4605		
6x6x6 Tee	EA	7		
6" 11.25 degree	EA	3		
6" 22.5 degree	EA	9		
6" 45 degree	EA	59		
6" Plug	EA	1		
6" Gate Valve	EA	14		
3-Way Fire Hydrant Assembly	EA	12		
Single Service Crossing	EA	9		
Double Service Crossing	EA	19		
Total Cost of Water Improvements =				\$365,786.00
PAVING				
8" Subgrade	SY	16,158		
Type S3 Asphalt 6"	SY	12,129		
Type S4 Asphalt 1.5"	SY	12,129		
Curb and Gutter 6" Barrier	LF	9,065		
ADA Ramps	EA	25		
Sidewalk 4'	LF	2,270		
Total Cost of Paving Improvements =				\$891,995.40
Total Cost of Constructed Improvements =				\$2,187,978.40



City of Broken Arrow

Request for Action

File #: 25-1486, **Version:** 1

**Broken Arrow City Council
Meeting of: 10-21-2025**

Title:

Approval of and authorization of Final Acceptance for the public improvements at Sunset Amphitheater located at 2745 South 38th Street

Background:

Timber Wolf Excavating, LLC has completed the construction for Sunset Amphitheater project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the water and sanitary sewer installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of \$484,640.20.

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Sunset Amphitheater

Recommendation:

.recommend

Approve and authorize final acceptance and donation of the public improvements at Sunset Amphitheater located at 2745 South 38th Street

INFRASTRUCTURE INVENTORY

Sunset Amphitheater 2745 South 38th Street Broken Arrow, OK 74014

Prepared By: BAE
Date:

9/5/2025

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
10" PVC (193LF)	LS	1	\$17,370.00	\$17,370.00
4' ID Manhole	EA	1	\$7,000.00	\$7,000.00
Total Cost of Sanitary Sewer Improvements =				\$24,370.00
WATER				
6" C900 (304LF)	LS	1	\$11,856.00	\$11,856.00
12" C900 (2434LF)	LS	1	\$280,031.70	\$280,031.70
12" Valve (8 EA)	LS	1	\$64,057.50	\$64,057.50
12" Fitting (9EA)	LS	1	\$14,040.00	\$14,040.00
Fire hydrant Assembly (9)	LS	1	\$68,445.00	\$68,445.00
Casing (140LF)	LS	1	\$21,840.00	\$21,840.00
Total Cost of Water Improvements =				\$460,270.20
Total Cost of Constructed Improvements =				\$484,640.20



City of Broken Arrow

Request for Action

File #: 25-1487, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Approval of and authorization of Final Acceptance for the public improvements at Trader Joe's located at 1525 East Hillside Drive

Background:

InsideOut Concrete, Inc. has completed the construction for Trader Joe's project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of \$16,000.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Trader Joe's

Recommendation:

Approve and authorize final acceptance and donation of the public improvements at Trader Joe's located at 1525 East Hillside Drive

INFRASTRUCTURE INVENTORY

Trader Joe's 1525 East Hillside Drive

Prepared By: BAE
Date:

10/13/2025

Description	Units	Quantity	Unit Price	Extension
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PAVING

Driveways & Curb
Sidewalks

LS	1	\$6,560.00	\$6,560.00
LS	1	\$9,440.00	\$9,440.00
Total Cost of Paving Improvements =			\$16,000.00

Total Cost of Constructed Improvements = \$16,000.00



City of Broken Arrow

Request for Action

File #: 25-1488, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Approval of and authorization of Final Acceptance for the public improvements at Twin Creek Dominos located at 3450 West Houston Street

Background:

OT Properties, LLC has completed the construction for Twin Creek Dominos project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the water installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of \$5,600.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Twin Creeks Dominos

Recommendation:

Approve and authorize final acceptance and donation of the public improvements at Twin Creeks Dominos located at 3450 West Houston Street

INFRASTRUCTURE INVENTORY

Twin Creeks Dominos 3450 West Houston Street

Prepared By: BAE
Date:

10/13/2025

Description	Units	Quantity	Unit Price	Extension
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WATER

Fire Hydrant

LS	1	\$5,600.00	\$5,600.00
Total Cost of Water Improvements =			\$5,600.00

Total Cost of Constructed Improvements =	\$5,600.00
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City of Broken Arrow

Request for Action

File #: 25-1472, **Version:** 1

Broken Arrow City Council
Meeting of: 10/21/2025

Title:

Ratification of the Claims List Check Register Dated October 13, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from September 30, 2025 through October 13, 2025 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$9,307,860.63 for the various funds.

Governmental Funds	\$7,202,920.66
BAMA	\$1,620,766.23
BAEDA	<u>\$ 484,173.74</u>
Total	\$9,307,860.63

A summary by funds and detail are attached.

Cost: \$7,202,920.66

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated October 13, 2025

Recommendation:...**recommend**

Ratify Claims List Check Register dated 10/13/2025

City of Broken Arrow
Check Register by Fund



RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	336,563.82	510
220	BA MUNICIPAL AUTHORITY	1,619,766.23	626
221	BAMA SALES TAX DEBT SERVICE	1,000.00	1
227	CVB-HOTEL MOTEL	1,809.87	16
329	VEHICLE REPLACEMENT FUND	17,863.46	2
330	SALES TAX CAPITAL IMPROVEMENT	1,102,573.82	17
332	PARK & REC CAP IMPROV	798.00	2
336	E 911	6,051.58	1
342	STREET LIGHT FUND	36,492.57	16
343	STREET SALES TAX FUND	118,194.72	9
344	PS SALES TAX POLICE	316,784.75	239
345	PS SALES TAX FIRE	120,409.66	166
346	ADMINISTRATIVE TECHNOLOGY	2,000.00	1
592	2014 BOND ISSUE	1,617.85	1
593	2018 BOND ISSUE	1,442,658.07	12
660	WORKERS COMPENSATIONS	2,799.41	4
661	GROUP HEALTH AND LIFE	181,640.71	6
770	DEBT SERVICE GO BOND	3,504,796.27	8
882	AGENCY FUND DEPOSITS	9,866.10	10
887	ECONOMIC DEVELOP AUTHORITY	484,173.74	1
Total		9,307,860.63	1,648

City of Broken Arrow
Check Register by Fund

Page Number 1 of 21

Fund 110

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
10/02/2025	332979	517 BRYAN SMITH AND	14160882	PRIVATE PROCESS SER-GUEREN	1101010 540280		2026/4	75.00
			14185730	PRIVATE PROCESS SER-GUEREN	1101010 540280		2026/4	99.00
			14185752	14185752 09/22/2025	1101010 540280		2026/4	37.50
			14160889	14160889 09/22/2025	1101010 540280		2026/4	42.50
				Total For Check #	332979			254.00
10/02/2025	332989	4773 JUSTIN GREEN	T&A 09092025	2025 OML ANNUAL CONFERENCE PER	1101700 550030		2026/4	120.00
				Total For Check #	332989			120.00
10/02/2025	332996	999900 OTP - AR REFUNDS	17868	17868 WATTS, JOSEPH 06/08/2025	11020 442040		2026/4	339.47
				Total For Check #	332996			339.47
10/02/2025	332997		14505	EMS REFUND- EMMETT HAUSER	11020 442040		2026/4	325.85
				Total For Check #	332997			325.85
10/02/2025	332998		13149 01062025	EMS REFUND	11020 442040		2026/4	443.23
				Total For Check #	332998			443.23
10/02/2025	333002		10043	EMS REFUND- LINDA SELLERS	11020 442040		2026/4	163.35
				Total For Check #	333002			163.35
10/02/2025	333003		14143	EMS REFUND- BARBARA MCBRIBE	11020 442040		2026/4	99.84
				Total For Check #	333003			99.84
10/02/2025	333006		12088	EMS REFUND	11020 442040		2026/4	1,372.00
				Total For Check #	333006			1,372.00
10/02/2025	333007		11657	EMS REFUND	11020 442040		2026/4	1,781.80
				Total For Check #	333007			1,781.80
10/02/2025	333009		13932	EMS REFUND	11020 442040		2026/4	1,226.00
				Total For Check #	333009			1,226.00
10/02/2025	333016	792 SHAWN EDWARDS	CDLR 07182025	CDL REIMB 8 YEAR RENEWAL	1105315 530110		2026/4	36.00
				Total For Check #	333016			36.00

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		NAME	INVOICE	DESCRIPTION				
10/02/2025	333018	1739 WAGONER CO RRWD DISTRICT	3823901 10152025	3823901 10/15/2025 3000 N 37TH ST	1106000 [550230]		2026/4	2,881.89
			1126701 10152025	1126701 10/15/2025 21101 E 101ST ST	1106000 [550230]		2026/4	17.49
			1945001 10152025	1945001 10/15/2025 4000 E NEW ORL A	1106000 [550230]		2026/4	587.69
			1970001 10152025	1970001 10/15/2025 4000 E NEW ORL B	1106000 [550230]		2026/4	4,730.52
				Total For Check # 333018				8,217.59
10/02/2025	333020	1092 WESTLAKE HARDWARE INC	8038499	BLANKET PO FOR MISC ITEMS	1106000 [560230]		2026/4	3.99
			8038524	BLANKET PO FOR MISC ITEMS	1106000 [560230]		2026/4	13.99
			8038532	BLANKET PO FOR MISC ITEMS	1106000 [560230]		2026/4	21.98
			8038529	BLANKET PO FOR MISC ITEMS	1106000 [560230]		2026/4	32.99
			8038517	BLANKET PO FOR MISC ITEMS	1106000 [560230]		2026/4	31.98
				Total For Check # 333020				104.93
10/02/2025	333023	149 AMERICAN ELECTRIC	784-327-0-0 09122025	FY26 ANNUAL AGREEMENT SINGLES	1105310 [550250]		2026/4	89.24
			624-103-0-9 09152025	FY26 ANNUAL AGREEMENT 951-183-137-	1106001 [550250]		2026/4	5,000.23
			162-909-0-6 09152025	FY26 ANNUAL AGREEMENT - SINGLES	1101700 [550250]		2026/4	25.48
			260-576-0-1 09162025	FY26 ANNUAL AGREEMENT - SINGLES	1101700 [550250]		2026/4	81.13
			683-103-0-8 09162025	FY26 ANNUAL AGREEMENT - SINGLES	1106005 [550250]		2026/4	210.55
			393-103-0-6 09192025	959-393-103-0-6 SEPT 19, 2025	1101315 [550250]		2026/4	128.60
			393-103-0-6 09192025	959-393-103-0-6 SEPT 19, 2025	1101700 [550250]		2026/4	6,371.08
			550-797-0-3 090225	958-550-797-0-3 SEPT 2, 2025 1900 W	1106000 [550410]		2026/4	166.30
			308-466-0-4 090225	950-308-466-0-4 SEPT 2, 2025 1205 W	1106000 [550400]		2026/4	78.52
			844-568-0-6 09182025	959-844-568-0-6 SEPT 18, 2025 1514 S	1106000 [550250]		2026/4	59.21
			866-629-0-9 09192025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 [550250]		2026/4	24.17
			428-947-0-6 09192025	FY26 ANNUAL AGREEMENT SINGLES	1106000 [550250]		2026/4	24.44
			273-541-0-6 09192025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 [550250]		2026/4	24.03
			663-125-0-3 09192025	FY26 ANNUAL AGREEMENT SINGLES	1106000 [550250]		2026/4	153.91
			709-847-0-1 09182025	FY26 ANNUAL AGREEMENT SINGLES	1105310 [550250]		2026/4	31.06
			386-301-0-0 09192025	FY26 ANNUAL AGREEMENT SINGLES	1106000 [550250]		2026/4	40.27
			173-027-0-0 09152025	FY26 ANNUAL AGREEMENT - SINGLES	1105310 [550250]		2026/4	99.54
			539-598-0-7 09152025	FY26 ANNUAL AGREEMENT - SINGLES	1101700 [550250]		2026/4	25.36
			853-893-0-0 09152025	FY26 ANNUAL AGREEMENT - SINGLES	1101700 [550250]		2026/4	25.36
			716-079-0-6 09152025	FY26 ANNUAL AGREEMENT SINGLES	1106000 [550250]		2026/4	43.24
			913-008-1-1 09192025	FY26 ANNUAL AGREEMENT 953-913-008-	1106000 [550250]		2026/4	3,235.17
			913-008-1-1 09192025	FY26 ANNUAL AGREEMENT 953-913-008-	1106000 [550470]		2026/4	4,173.34
				Total For Check # 333023				20,110.23
10/02/2025	333025	4935 AMAZON.COM SALES INC	1HFK-6F1T-6JWL	Soap dispenser-for: Richard Walters	1106000 [560230]		2026/4	40.69

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			1PHX-JW7K-9TLN	Chain Link Fence Latches for MTNC	1106000 560180		2026/4	95.76
			19LF-HGL6-96YG	Drip Trays for Parks Maintenance	1106000 560300		2026/4	119.97
			1NCF-PVG1-DFKN	ITEM: Bankers Box 12 Pack R-KIVE Heavy-	1101315 560030		2026/4	23.98
			1TWJ-6LKW-6W16	UPS Battery Operations	1101200 560240		2026/4	573.57
			1CQX-NQGP-PNY1	ITEM: Bankers Box 12 Pack R-KIVE Heavy-	1101315 560030		2026/4	12.99
			1WY6-Y4PF-6P9Y	Recreation Supplies - Central	1106002 560330		2026/4	79.29
			1PHX-JW7K-H9H4	OFFICE SUPPLIES/SPEAKER FOR	1101501 560030		2026/4	39.96
			1G3H-JTCX-3TFJ	Recreation Supplies - Nienhuis	1106002 560330		2026/4	19.97
			1HXN-CNHT-63NR	Recreation Supplies - Central	1106002 560330		2026/4	136.52
			1CPW-X1RC-3KWJ	Milwaukee 2 tool combo kit-Andrew	1101200 560240		2026/4	617.60
				Total For Check #	333025			1,760.30
10/02/2025	333026	1007 AMERICAN SERVICES INC.	3270	3270 09/18/2025	1106000 540280		2026/4	1,073.05
				Total For Check #	333026			1,073.05
10/02/2025	333029	4846 APAC-CENTRAL, INC.	7002330260	BLANKET PO FOR ASPHALT (PRIMARY	1105300 560800		2026/4	130.41
				Total For Check #	333029			130.41
10/02/2025	333035	12 AVB	AUG 2025 PAYROLL	AUG 2025 PAYROLL	1101501 550280		2026/4	288.99
			AUG 2025 VENDOR	AUG 2025 VENDOR	1101501 550280		2026/4	53.29
				Total For Check #	333035			342.28
10/02/2025	333036	2321 AVERY DENNISON CORP	61827757	Parts for Printer and Plotter	1105315 560310		2026/4	527.57
				Total For Check #	333036			527.57
10/02/2025	333045	4674 BOOT BARN INC	INV00521624	BLANKET PO - BOOT BARN	1106000 560100		2026/4	184.49
			INV00521597	BLANKET PO - BOOT BARN	1106000 560100		2026/4	188.95
				Total For Check #	333045			373.44
10/02/2025	333049	20 BROKEN ARROW LAWN &	125771	BLANKET PO FOR MISC	1105300 560230		2026/4	5.50
				Total For Check #	333049			5.50
10/02/2025	333051	638 BWI COMPANIES INC.	19242202	Simazine 4L (2.5gal)	1106000 560340		2026/4	973.91
				Total For Check #	333051			973.91
10/02/2025	333052	297 C J MOLONEYS REST & PUB	SEPT 24, 2025	SEPT 24, 2025 BAMA MEETING	1101700 560230		2026/4	459.00
				Total For Check #	333052			459.00

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10/02/2025	333055	37 CINTAS CORPORATION	5293488003	BLANKET PO FOR ALL DEPARTMENT	1106002 [560230]		2026/4	196.94
			5293488004	BLANKET PO FOR ALL DEPARTMENT	1106002 [560230]		2026/4	27.35
			5293389502	BLANKET PO FOR ALL DEPARTMENT	1101800 [560230]		2026/4	44.94
			5292884508	BLANKET PO FOR ALL DEPARTMENT	1106005 [560230]		2026/4	14.84
				Total For Check # 333055				284.07
10/02/2025	333057	1391 CLEAN THE UNIFORM CO	52154765	52154765	1106005 [540330]		2026/4	1.32
			52155253	52155253 09/19/2025	1101800 [540330]		2026/4	7.84
			52155250	52155250 09/19/2025	1106000 [540310]		2026/4	106.41
			52155250	52155250 09/19/2025	1106000 [540330]		2026/4	0.34
			52154766	52154766 09/17/2025	1106000 [540310]		2026/4	33.04
			52154766	52154766 09/17/2025	1106003 [540310]		2026/4	50.10
			52155246	52155246 09/19/2025	1101415 [540310]		2026/4	50.39
			52155869	52155869 09/24/2025	1101700 [540330]		2026/4	6.08
			52155868	52155868 SEPT 24, 2025	1106005 [540310]		2026/4	10.15
			52155868	52155868 SEPT 24, 2025	1101700 [540330]		2026/4	9.79
				Total For Check # 333057				275.46
10/02/2025	333058	5323 COLUMN SOFTWARE PBC	9B37CAF5-0080	9B37CAF5-0080 SEPT 25, 2025	1101410 [550050]		2026/4	210.63
				Total For Check # 333058				210.63
10/02/2025	333062	882 COX COMMUNICATIONS	076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1101700 [550220]		2026/3	625.90
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1105300 [550220]		2026/3	42.40
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1106000 [550220]		2026/3	227.08
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1106001 [550220]		2026/3	150.09
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1106002 [550220]		2026/3	296.48
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1106004 [550220]		2026/3	112.98
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1101200 [550540]		2026/3	361.97
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1101315 [550540]		2026/3	56.59
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1101700 [550540]		2026/3	1,467.00
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1105300 [550540]		2026/3	342.80
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1105310 [550540]		2026/3	138.99
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1106000 [550540]		2026/3	704.97
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1106001 [550540]		2026/3	183.93
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1106002 [550540]		2026/3	450.97
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1106004 [550540]		2026/3	355.98
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	1106005 [550540]		2026/3	98.99
			CR076689001	FY26 ANNUAL AGREEMENT 001 6311	1105300 [550220]		2026/4	-37.24

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		NAME	INVOICE	DESCRIPTION				
			CR076689001	FY26 ANNUAL AGREEMENT 001 6311	1106000 [550220]		2026/4	-133.86
			CR076689001	FY26 ANNUAL AGREEMENT 001 6311	1106001 [550220]		2026/4	-98.47
			CR076689001	FY26 ANNUAL AGREEMENT 001 6311	1106002 [550220]		2026/4	-211.32
			CR076689001	FY26 ANNUAL AGREEMENT 001 6311	1106004 [550220]		2026/4	-9.62
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	1101700 [550220]		2026/4	466.41
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	1106004 [550220]		2026/4	46.82
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	1101200 [550540]		2026/4	361.97
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	1101315 [550540]		2026/4	56.59
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	1101700 [550540]		2026/4	1,576.16
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	1105300 [550540]		2026/4	285.47
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	1105310 [550540]		2026/4	138.99
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	1106000 [550540]		2026/4	704.97
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	1106001 [550540]		2026/4	183.93
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	1106002 [550540]		2026/4	450.97
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	1106004 [550540]		2026/4	355.98
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	1106005 [550540]		2026/4	98.99
				Total For Check # 333062				9,853.86
10/02/2025	333070	1275 ERGON ASPHALT &	9403559498	BLANKET PO - OIL (CRS2)	1105300 [560800]		2026/4	3,267.38
				Total For Check # 333070				3,267.38
10/02/2025	333073	64 FEDERAL EXPRESS	8-997-11093	8-997-11093 SEPT 18, 2025	1101700 [550390]		2026/4	31.11
				Total For Check # 333073				31.11
10/02/2025	333078	153 GELLCO UNIFORMS & SHOES	00301442	BLANKET PO FOR UNIFORMS/BOOTS	1106002 [560100]		2026/4	200.00
			00301832	BLANKET PO FOR UNIFORMS/BOOTS	1106000 [560100]		2026/4	143.99
				Total For Check # 333078				343.99
10/02/2025	333080	1256 GEODECA LLC	1909068CJ	1909068CJ 09/22/2025	1101400 [530870]		2026/4	275.00
				Total For Check # 333080				275.00
10/02/2025	333082	5026 DALE GRAHAM	271	271 SEPT 17, 2025	1101700 [540070]		2026/4	450.00
			282	282 SEPT 15, 2025	1106004 [540070]		2026/4	550.00
			280	280 SEPT 24, 2025	1105300 [540070]		2026/4	100.00
				Total For Check # 333082				1,100.00
10/02/2025	333085	79 GREEN ACRE SOD FARMS	12339	BLANKET PO FOR BERMUDA SOD	1106000 [560700]		2026/4	47.50
			12338	BLANKET PO FOR BERMUDA SOD	1106000 [560700]		2026/4	47.50

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					Total For Check # 333085			95.00
10/02/2025	333093	4542 HUTCHINSON SALT CO INC	198122	BLANKET PO FOR ROAD SALT WITH	1105300 560800		2026/4	5,374.16
					Total For Check # 333093			5,374.16
10/02/2025	333094	3511 INSPYRAL LLC	2546	2546 SEPT 19, 2025	1101315 550280		2026/4	2,615.00
					Total For Check # 333094			2,615.00
10/02/2025	333098	5131 KEVIN BEHE	14487	CITY COUNCIL 07/14/25	1101200 540070		2026/4	0.22
			14487	CITY COUNCIL 07/14/25	1101700 540070		2026/4	1.19
			14487	CITY COUNCIL 07/14/25	1105300 540070		2026/4	0.57
			14487	CITY COUNCIL 07/14/25	1106000 540070		2026/4	1.00
			14487	CITY COUNCIL 07/14/25	1106002 540070		2026/4	1.14
			14487	CITY COUNCIL 07/14/25	1106005 540070		2026/4	0.29
			14488	CITY COUNCIL 07/14/25	1101200 540070		2026/4	0.35
			14488	CITY COUNCIL 07/14/25	1101700 540070		2026/4	1.99
			14488	CITY COUNCIL 07/14/25	1105300 540070		2026/4	0.95
			14488	CITY COUNCIL 07/14/25	1106000 540070		2026/4	1.67
			14488	CITY COUNCIL 07/14/25	1106002 540070		2026/4	1.91
			14488	CITY COUNCIL 07/14/25	1106005 540070		2026/4	0.48
			14490	CITY COUNCIL 07/14/25	1101200 540070		2026/4	0.35
			14490	CITY COUNCIL 07/14/25	1101700 540070		2026/4	1.99
			14490	CITY COUNCIL 07/14/25	1105300 540070		2026/4	0.95
			14490	CITY COUNCIL 07/14/25	1106000 540070		2026/4	1.67
			14490	CITY COUNCIL 07/14/25	1106002 540070		2026/4	1.91
			14490	CITY COUNCIL 07/14/25	1106005 540070		2026/4	0.48
			14592	CITY COUNCIL 07/14/25	1101200 540070		2026/4	0.29
			14592	CITY COUNCIL 07/14/25	1101700 540070		2026/4	1.59
			14592	CITY COUNCIL 07/14/25	1105300 540070		2026/4	0.76
			14592	CITY COUNCIL 07/14/25	1106000 540070		2026/4	1.34
			14592	CITY COUNCIL 07/14/25	1106002 540070		2026/4	1.53
			14592	CITY COUNCIL 07/14/25	1106005 540070		2026/4	0.38
			14564	CITY COUNCIL 07/14/25	1101200 540070		2026/4	0.29
			14564	CITY COUNCIL 07/14/25	1101700 540070		2026/4	1.59
			14564	CITY COUNCIL 07/14/25	1105300 540070		2026/4	0.76
			14564	CITY COUNCIL 07/14/25	1106000 540070		2026/4	1.34
			14564	CITY COUNCIL 07/14/25	1106002 540070		2026/4	1.53
			14564	CITY COUNCIL 07/14/25	1106005 540070		2026/4	0.38

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			14553	CITY COUNCIL 07/14/25	1101200 540070		2026/4	0.35
			14553	CITY COUNCIL 07/14/25	1101700 540070		2026/4	1.99
			14553	CITY COUNCIL 07/14/25	1105300 540070		2026/4	0.95
			14553	CITY COUNCIL 07/14/25	1106000 540070		2026/4	1.67
			14553	CITY COUNCIL 07/14/25	1106002 540070		2026/4	1.91
			14553	CITY COUNCIL 07/14/25	1106005 540070		2026/4	0.48
				Total For Check #	333098			38.24
10/02/2025	333101	124 KIMS INTERNATIONAL	0153206-IN	BLANKET PO - MISC. FITTINGS	1105300 540200		2026/4	531.50
				Total For Check #	333101			531.50
10/02/2025	333102	3479 DUFF & PHELPS HOLDINGS	TI000002931-2054	TI000002931-2054 SEPT 16, 2025	1101010 530870		2026/4	56.46
				Total For Check #	333102			56.46
10/02/2025	333105	499 LESLIES POOL SUPPLIES INC	00727-02-093131	Blanket PO for Parks	1106000 560340		2026/4	101.97
				Total For Check #	333105			101.97
10/02/2025	333107	4380 LOCK-DOC INC	050225-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	1106002 560180		2026/4	445.64
				Total For Check #	333107			445.64
10/02/2025	333108	131 LOCKE SUPPLY COMPANY	56496250-00	BLANKET PO FOR PLUMBING &	1106000 560180		2026/4	297.00
			56547368-00	BLANKET PO FOR PLUMBING &	1101700 560180		2026/4	1.55
			56546257-00	BLANKET PO FOR PLUMBING &	1101700 560180		2026/4	32.27
				Total For Check #	333108			330.82
10/02/2025	333110	1979 LOCUS DIAGNOSTICS LLC DBA	09162025-3	DiagnostX calibration	1101200 540550		2026/4	395.00
			09162025-1	Locus DiagnostX - Maintenance Agreement	1101200 540550		2026/4	4,443.33
				Total For Check #	333110			4,838.33
10/02/2025	333114	5475 MATRIX IMAGING SOLUTIONS	DP2504483	DP2504483 AUG 31, 2025	1101310 550360		2026/4	69.90
				Total For Check #	333114			69.90
10/02/2025	333115	25 NAPA AUTO PARTS	19694	LUGLOCK	1105300 560200		2026/4	53.40
			19701	SW050	1106003 560230		2026/4	3.29
			19702	9326682	1106000 560230		2026/4	28.82
			19710	6133	1105300 560200		2026/4	6.62
			19717	F013868	1106003 560190		2026/4	386.56
			19718	60221B	1105310 560200		2026/4	20.76

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		NAME	INVOICE	DESCRIPTION				
			19720	754P06774	1106000 560200		2026/4	144.43
			19724	34874	1105300 560230		2026/4	5.00
			19724	9080XXL	1105300 560230		2026/4	15.56
			019658	1000BD6864VB	1105300 560200		2026/4	488.88
			019658	745KT4709E2BA230	1105300 560200		2026/4	208.68
			019658	745KT4709E2BA230	1105300 560200		2026/4	235.20
			019664	75200	1105300 560210		2026/4	4.58
			019664	2413	1105300 560230		2026/4	9.18
			019668	75200	1105300 560210		2026/4	4.58
			019678	X00414SUST	1106005 560200		2026/4	1.33
			019679	200906	1106000 560200		2026/4	18.53
			019679	5W30BULK	1106000 560200		2026/4	28.28
			019679	1372	1106000 560200		2026/4	4.25
			019680	2413	1106000 560230		2026/4	6.12
			019685	4339006	1106000 560200		2026/4	324.12
			019685	4298184	1106000 560200		2026/4	151.86
			019689	2413	1105300 560230		2026/4	6.12
					Total For Check # 333115			2,156.15
10/02/2025	333118	5524 NICHOLAS ODELL LEDBETTER	4010	4010 09/16/2025	1101315 550280		2026/4	1,500.00
					Total For Check # 333118			1,500.00
10/02/2025	333122	104 OKLAHOMA MUNICIPAL	200007897	200007897 SEPT 23, 2025	1101400 530110		2026/4	250.00
			200007897	200007897 SEPT 23, 2025	1101415 530110		2026/4	250.00
					Total For Check # 333122			500.00
10/02/2025	333123	98 OKLAHOMA NATURAL GAS CO	2497902 09232025	210104103 2497902 45 SEPT 23, 2025	1106004 550240		2026/4	186.82
					Total For Check # 333123			186.82
10/02/2025	333127	4137 PRESIDIO HOLDINGS INC	6013025000749	SW Service Desk Reporting	1101200 540550		2026/4	2,588.40
					Total For Check # 333127			2,588.40
10/02/2025	333134	2542 REPUBLIC SERVICES OF TULSA	0053-000421626	0053-000421626 AUG 25, 2025	1106002 540330		2026/4	2,909.12
					Total For Check # 333134			2,909.12
10/02/2025	333135	4816 RIVER CITY HYDRAULICS INC	61656	unit # 2449	1105300 540200		2026/4	2,873.78
					Total For Check # 333135			2,873.78

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10/02/2025	333136	201 ROYAL PRINTING	66595	BA Lanyards	1101200 560230		2026/4	969.66
			66917	66917 SEPT 26, 2025	1101315 550360		2026/4	79.00
					Total For Check # 333136			1,048.66
10/02/2025	333142	969 SHERWOOD CONSTRUCTION	285833	BLANKET PO (BACKUP BIDDER FOR	1105300 560800		2026/4	1,795.74
			285943	BLANKET PO (BACKUP BIDDER FOR	1105300 560800		2026/4	2,684.60
			287626	BLANKET PO (BACKUP BIDDER FOR	1105300 560800		2026/4	145.46
					Total For Check # 333142			4,625.80
10/02/2025	333143	834 SOFTWARE HOUSE	B20160002	MS Sentinel Usage for '26	1101200 540550		2026/4	1,124.58
			B20043647	B20043647 07/24/2025	1101200 540550		2026/4	1,121.92
					Total For Check # 333143			2,246.50
10/02/2025	333145	2144 SITE ONE LANDSCAPE SUPPLY	158473745-001	BLANKET PO FOR IRRIGATION	1106000 560340		2026/4	12.92
			158716642-001	BLANKET PO FOR IRRIGATION	1106000 560230		2026/4	57.57
			158718360-001	BLANKET PO FOR IRRIGATION	1106000 560340		2026/4	208.13
			158753772-001	BLANKET PO FOR IRRIGATION	1106003 560230		2026/4	70.94
			158791913-001	BLANKET PO FOR IRRIGATION	1106000 560340		2026/4	102.42
					Total For Check # 333145			451.98
10/02/2025	333152	1655 STEVEN LIDDELL SMITH	4391	4391 09/13/2025	1101400 540280		2026/4	300.00
					Total For Check # 333152			300.00
10/02/2025	333154	234 STOREY TOWING LLC	59925	59925 SEPT 23, 2025	1105300 540200		2026/4	290.00
					Total For Check # 333154			290.00
10/02/2025	333160	1230 TULSA COUNTY	10014611	NEW BUSINESS CARDS FOR FINANCE	1101501 550360		2026/4	50.00
					Total For Check # 333160			50.00
10/02/2025	333161		10014612	NEW BUSINESS CARDS FOR FINANCE	1101501 550360		2026/4	50.00
					Total For Check # 333161			50.00
10/02/2025	333162	2390 TULSA TECHNOLOGY CENTER	3B5BDF8F	3B5BDF8F 08/19/2025	1101102 530870		2026/4	330.00
					Total For Check # 333162			330.00
10/02/2025	333164	949 TULSA WINNELSON COMPANY	610043 01	BLANKET PO MISC. PLUMBING	1106000 560180		2026/4	247.17
			635473 01	BLANKET PO MISC. PLUMBING	1101700 560180		2026/4	188.58
			626692 01	BLANKET PO MISC. PLUMBING	1101700 560180		2026/4	16.28

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			640644 01	BLANKET PO MISC. PLUMBING	1106000 [560180]		2026/4	177.32
					Total For Check # 333164			629.35
10/02/2025	333168	744 UNITED RENTALS, INC	249896959-003	BLANKET PO FOR MISC RENTALS	1101400 [540280]	2514040	2026/4	375.00
			249896959-002	BLANKET PO FOR MISC RENTALS	1101400 [540280]	2514040	2026/4	375.00
			249896959-004	BLANKET PO FOR MISC RENTALS	1101400 [540280]	2514040	2026/4	375.00
					Total For Check # 333168			1,125.00
10/02/2025	333172	819 VANCE BROTHERS LLC	IT00010206	BLANKET PO FOR ROAD OIL SSI	1105300 [560800]		2026/4	175.95
					Total For Check # 333172			175.95
10/02/2025	333174	5302 VERSALIFT SOUTHWEST, LLC	176359	UNIT # 2117	1106003 [540200]		2026/4	725.00
					Total For Check # 333174			725.00
10/02/2025	333175	3950 ES OPCO USA LLC	CINV105303181	Kontrol 4 - 4 Mosquito Spray - SIGN SHOP	1105315 [560230]		2026/4	590.00
					Total For Check # 333175			590.00
10/09/2025	333181	856 AMERICAN FIDELITY	176134	Payroll Run 1 - Warrant 250926	110 [218420]		2026/3	98.34
			176134	Payroll Run 1 - Warrant 250926	110 [218430]		2026/3	24.26
					Total For Check # 333181			122.60
10/09/2025	333184	183 CLEET	SEPTEMBER 2025	TOWN & MUNICIPAL COURT REPORT	110 [449010]		2026/4	-23.25
					Total For Check # 333184			-23.25
10/09/2025	333185	4633 COLONIAL LIFE & ACCIDENT	176139	Payroll Run 1 - Warrant 250926	110 [218590]		2026/3	1,420.46
					Total For Check # 333185			1,420.46
10/09/2025	333186	1319 COMMUNITY CARE EAP	173101	Payroll Run 1 - Warrant 250829	110 [218560]		2026/2	252.08
					Total For Check # 333186			252.08
10/09/2025	333187		176136	Payroll Run 1 - Warrant 250926	110 [218560]		2026/3	184.00
					Total For Check # 333187			184.00
10/09/2025	333188	3004 CURTIS GREEN	PDR 10222025	2025 OMCTFOA FALL CONFERENCE	1101800 [550030]		2026/4	149.60
					Total For Check # 333188			149.60
10/09/2025	333189	1419 DENNIS SAGELY	PDR 10222025	2025 OMJA FALL CONFERENCE PER	1101800 [550030]		2026/4	95.20
					Total For Check # 333189			95.20

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10/09/2025	333191	1550 GENESIS HEALTH CLUBS	176137	Payroll Run 1 - Warrant 250926	110 218150		2026/3	592.94
				Total For Check # 333191				592.94
10/09/2025	333196	4773 JUSTIN GREEN	MLG 10012025	OML LEGISLATIVE MEETING OCTOBER	1101700 550030		2026/4	154.00
				Total For Check # 333196				154.00
10/09/2025	333200	159 PRE-PAID LEGAL SERVICES,	176132	Payroll Run 1 - Warrant 250926	110 218100		2026/3	522.32
				Total For Check # 333200				522.32
10/09/2025	333201	761 LISA FORD	EMP 09082025	2025 NLC CITY SUMMIT- FLIGHTS	1101700 550030		2026/4	636.96
			MLG 09302025	OML LEGISLATIVE MEETING OCTOBER	1101700 550030		2026/4	160.92
			EMP 09302025	OML LEGISLATIVE MEETING OCTOBER	1101700 550030		2026/4	136.74
			MLG 02032025	STATE OF THE STATE MILEAGE &	1101700 550030		2026/4	157.80
				Total For Check # 333201				1,092.42
10/09/2025	333203	1699 MOMENTUM SERVICES LLC	20089063	20089063 09/29/2025	1101415 530870		2026/4	650.00
			20089061	20089061 09/25/2025	1101415 530870		2026/4	550.00
			20089060	20089060 09/25/2025	1101415 530870		2026/4	550.00
			20089059	20089059 09/25/2025	1101415 530870		2026/4	652.00
				Total For Check # 333203				2,402.00
10/09/2025	333206	1344 OKLAHOMA UNIFORM BUILDING SEPT 2025		OUBCC FEES FOR SEPT 2025	110 280300		2026/4	2,116.00
				Total For Check # 333206				2,116.00
10/09/2025	333207	835 STATE OF OKLAHOMA	SEPTEMBER 2025	MUNICIPAL COURT REPORT FOR SEPT	110 449010		2026/4	-165.64
				Total For Check # 333207				-165.64
10/09/2025	333208	999900 OTP - AR REFUNDS	REC-034311-2025		11020 442030		2026/3	30.00
				Total For Check # 333208				30.00
10/09/2025	333210		REC-034283-2025		110 422010		2026/3	497.00
			REC-034283-2025		110 422010		2026/3	174.00
			REC-034283-2025		110 422010		2026/3	5.00
			REC-034283-2025		110 422010		2026/3	138.36
			REC-034283-2025		110 422010		2026/3	448.00
			REC-034283-2025		110 422010		2026/3	50.00
			REC-034283-2025		110 422010		2026/3	30.00

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			REC-034283-2025		110 422010		2026/3	261.00
					Total For Check # 333210			1,603.36
10/09/2025	333211		176251		110 150010		2026/4	60.00
					Total For Check # 333211			60.00
10/09/2025	333212		176250		110 150010		2026/4	60.00
					Total For Check # 333212			60.00
10/09/2025	333214	999907 OTP - COURT REFUNDS	0000791	E0054712-1	110 451020		2026/4	100.00
					Total For Check # 333214			100.00
10/09/2025	333217	999905 OTP - TORT CLAIMS	TRT1712.2025	PROPERTY DAMAGE-PARKS & REC	1101700 550090		2026/4	2,351.34
					Total For Check # 333217			2,351.34
10/09/2025	333218	4356 RACHEL A FIELDS	PDR 10162025	PER DIEM FOR INTERNATIONAL	1101010 550030		2026/4	384.00
					Total For Check # 333218			384.00
10/09/2025	333219	2876 ROBERT HENKEL	T&A 08152025	EXPENSES FROM 25' APWA PWX CONF	1101400 550030		2026/4	55.75
					Total For Check # 333219			55.75
10/09/2025	333220	5192 ROGER LONG	PDR 10222025	2025 OMJA FALL CONFERENCE PER	1101800 550030		2026/4	95.20
					Total For Check # 333220			95.20
10/09/2025	333223	1987 SURENCY LIFE & HEALTH INS.	176138	Payroll Run 1 - Warrant 250926	110 218460		2026/3	208.00
					Total For Check # 333223			208.00
10/09/2025	333229	1092 WESTLAKE HARDWARE INC	8038538	BLANKET PO FOR MISC ITEMS	1106000 560230		2026/4	9.99
					Total For Check # 333229			9.99
10/09/2025	333231	149 AMERICAN ELECTRIC	284-103-0-3 09252025	953-284-103-0-3 SEPT 25, 2025	1105315 550250		2026/4	264.58
			308-466-0-4 09302025	FY26 ANNUAL AGREEMENT SINGLES	1106000 550400		2026/4	80.69
			058-747-0-7 09302025	FY26 ANNUAL AGREEMENT SINGLES	1106000 550410		2026/4	244.60
			550-797-0-3 09302025	FY26 ANNUAL AGREEMENT SINGLES	1106000 550410		2026/4	171.36
					Total For Check # 333231			761.23
10/09/2025	333232	4918 AIRGAS, INC	5517599275	BLANKET PO WELDING MATERIAL	1106002 540330		2026/4	26.90
			5518290642	BLANKET PO WELDING MATERIAL	1106002 540330		2026/4	31.06

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			5518981598	BLANKET PO WELDING MATERIAL	1106002 540330		2026/4	31.06
			5519201215	BLANKET PO WELDING MATERIAL	1106002 540330		2026/4	97.88
				Total For Check #	333232			186.90
10/09/2025	333233	2451 ALTA LANGUAGE SERVICE INC	IS797686	IS797686 JULY 31, 2025	1101102 530870		2026/4	58.00
				Total For Check #	333233			58.00
10/09/2025	333234	4935 AMAZON.COM SALES INC	1HJ3-19LT-4DNR	ITEM: Business Source Transparent Poly	1101800 560030		2026/4	17.99
			1HKL-MNWC-G347	Office Supplies	1101102 560230		2026/4	53.19
			19PW-DQ33-YXK9	ITEM: Business Source Transparent Poly	1101800 560030		2026/4	302.33
			1WPJ-MWHG-7NK1	Office Supplies	1101102 560030		2026/4	13.79
			1FPT-LJKJ-D7JR	ITEM: POLY HP Voyager Legend 30 -	1101415 560230		2026/4	72.99
			16C3-91DD-4HGQ	Office Supplies	1105300 560030		2026/4	38.54
			1DQ6-CDMQ-6MLJ	OFFICE SUPPLIES/TAX EXEMPT CARD	1101501 560030		2026/4	5.70
			1QPP-WVV9-H9R6	Office Supplies	1101102 560030		2026/4	73.62
			13NJ-1JLJ-6CYQ	Sign Shop Items-Cody Morris	1105315 560230		2026/4	73.48
				Total For Check #	333234			651.63
10/09/2025	333235	3840 AMERICAN EXPRESS	SEPT 2025	SEPT 2025 STATEMENT - AMEX ONE AP	1101501 540550		2026/4	200.00
				Total For Check #	333235			200.00
10/09/2025	333237	1007 AMERICAN SERVICES INC.	3326	3326 SEPT 30, 2025	1101315 540280		2026/4	60.00
				Total For Check #	333237			60.00
10/09/2025	333238	4934 CW PRODUCTS	SA6388858	SA6388858 SEPT 9, 2025	1101102 560230		2026/4	2,274.63
				Total For Check #	333238			2,274.63
10/09/2025	333239	4846 APAC-CENTRAL, INC.	7002333772	BLANKET PO FOR ASPHALT (PRIMARY	1105300 560800		2026/4	51,748.33
				Total For Check #	333239			51,748.33
10/09/2025	333240	885 ATWOOD DISTRIBUTING LP	3640	BLANKET PO SAFETY SHOES & MISC	1106000 560230		2026/4	34.99
			3649	BLANKET PO SAFETY SHOES & MISC	1106000 560230		2026/4	61.98
				Total For Check #	333240			96.97
10/09/2025	333241	2321 AVERY DENNISON CORP	61829549	HP750 Opaque, Perm, KR-White-24" x 50	1105315 560360		2026/4	115.16
			61829749	Parts for Printer and Plotter	1105315 560310		2026/4	534.31
				Total For Check #	333241			649.47

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10/09/2025	333249	1330 BRINK'S INCORPORATED	7997919	7997919 09/30/2025	1106002 550280		2026/4	2,390.93
			7997919	7997919 09/30/2025	1101800 550280		2026/4	1,248.77
					Total For Check # 333249			3,639.70
10/09/2025	333254	3492 CAROLYN JEAN KEY	SEPT 2025	SEPT 1-30, 2025	1106002 540280		2026/4	78.96
					Total For Check # 333254			78.96
10/09/2025	333257	37 CINTAS CORPORATION	5294229301	BLANKET PO FOR ALL DEPARTMENT	1106000 560230		2026/4	88.11
			5294914704	BLANKET PO FOR ALL DEPARTMENT	1101400 560230		2026/4	182.23
			5294914704	BLANKET PO FOR ALL DEPARTMENT	1101700 560230		2026/4	129.60
			5294914702	BLANKET PO FOR ALL DEPARTMENT	1106002 560230		2026/4	41.37
			9340254369	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340254138	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340254134	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340331771	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340252319	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340331271	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340331059	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	198.00
			9340331250	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340331278	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340322519	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340331064	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340307938	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340295960	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340321882	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340253549	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340331846	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	99.00
			9340331775	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	198.00
			9340333428	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	297.00
			9340331841	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	297.00
			9340333433	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2026/4	396.00
					Total For Check # 333257			3,312.31
10/09/2025	333258	996 CITY OF BROKEN ARROW	176135	Payroll Run 1 - Warrant 250926	110 218180		2026/3	846.64
			176135	Payroll Run 1 - Warrant 250926	110 218360		2026/3	7,213.70
					Total For Check # 333258			8,060.34
10/09/2025	333260	1402 CIVICPLUS LLC	342179	342179 09/17/2025	1106000 540550		2026/4	10,596.90

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					Total For Check # 333260			10,596.90
10/09/2025	333261	1391 CLEAN THE UNIFORM CO	52155873	52155873 SEPT 24, 2025	1106002 540330		2026/4	26.19
			52149238	52149238 AUG 31, 2025	1106005 540310		2026/4	10.15
			52149238	52149238 AUG 31, 2025	1101700 540330		2026/4	9.79
			52153658	52153658 SEPT 10, 2025	1106005 540310		2026/4	10.15
			52153658	52153658 SEPT 10, 2025	1101700 540330		2026/4	9.79
			52150337	52150337 AUG 20, 2025	1106005 540310		2026/4	10.15
			52150337	52150337 AUG 20, 2025	1101700 540330		2026/4	24.49
			52156340	52156340 SEPT 26, 2025	1101415 540310		2026/4	50.39
			52130621	52130621 APRIL 18, 2025	1106002 540330		2026/4	3.14
			52156346	52156346 SEPT 26, 2025	1106002 540330		2026/4	33.17
			52131722	52131722 APRIL 25, 2025	1106002 540330		2026/4	33.17
			52134016	52134016 MAY 9, 2025	1106002 540330		2026/4	33.17
			52156965	52156965 OCT 1 ,2025	1106005 540330		2026/4	1.32
			52156345	52156345 09/26/2025	1106000 540310		2026/4	112.88
			52156345	52156345 09/26/2025	1106000 540330		2026/4	0.34
			52155872	52155872 09/24/2025	1106000 540310		2026/4	33.04
			52155872	52155872 09/24/2025	1106003 540310		2026/4	50.10
					Total For Check # 333261			451.43
10/09/2025	333262	474 CMRS-POC	SEPT 2025	SEPT 2025	1101700 550390		2026/4	2,928.82
					Total For Check # 333262			2,928.82
10/09/2025	333265	3018 CRAFCO INC	9403471746	9403471746 JUNE 18, 2025	1105300 560240		2026/4	2,453.00
			9403471747	9403471747 JUNE 18, 2025	1105300 560240		2026/4	199.00
					Total For Check # 333265			2,652.00
10/09/2025	333273	1275 ERGON ASPHALT &	9403567126	BLANKET PO - OIL (CRS2)	1105300 560800		2026/4	3,603.72
					Total For Check # 333273			3,603.72
10/09/2025	333275	64 FEDERAL EXPRESS	9-005-95548	9-005-95548 SEPT 25, 2025	1101700 550390		2026/4	6.09
					Total For Check # 333275			6.09
10/09/2025	333276	1948 FOREST ELLIOTT	SEPT 2025	SEPT 1-30, 2025	1106002 540280		2026/4	855.00
					Total For Check # 333276			855.00
10/09/2025	333278	189 GADES SALES CO INC	0088734-IN	Carmanah R920-Hillside Crosswalk	1105310 560310		2026/4	4,748.88

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					Total For Check # 333278			4,748.88
10/09/2025	333279	153 GELLCO UNIFORMS & SHOES	00301962	BLANKET PO FOR UNIFORMS/BOOTS	1106000 560100		2026/4	170.99
					Total For Check # 333279			170.99
10/09/2025	333284	79 GREEN ACRE SOD FARMS	12522	BLANKET PO FOR BERMUDA SOD	1106000 560700		2026/4	19.00
			12521	BLANKET PO FOR BERMUDA SOD	1106003 560700		2026/4	190.00
			12292	BLANKET PO FOR BERMUDA SOD	1106000 560700		2026/4	9.50
					Total For Check # 333284			218.50
10/09/2025	333290	4542 HUTCHINSON SALT CO INC	198122 CREDIT	BLANKET PO FOR ROAD SALT WITH	1105300 560800		2026/4	-5,374.16
			198544	BLANKET PO FOR ROAD SALT WITH	1105300 560800		2026/4	3,574.77
			198479	BLANKET PO FOR ROAD SALT WITH	1105300 560800		2026/4	29,582.59
			198479 CREDIT	BLANKET PO FOR ROAD SALT WITH	1105300 560800		2026/4	-29,582.59
			198546	BLANKET PO FOR ROAD SALT WITH	1105300 560800		2026/4	19,677.69
			198303	BLANKET PO FOR ROAD SALT WITH	1105300 560800		2026/4	103,249.25
			198303A	BLANKET PO FOR ROAD SALT WITH	1105300 560800		2026/4	-103,249.25
			198545	BLANKET PO FOR ROAD SALT WITH	1105300 560800		2026/4	68,679.12
					Total For Check # 333290			86,557.42
10/09/2025	333293	4736 DUSTIN MANLY	10001012	10001012 OCT 1, 2025	1106000 540070		2026/4	250.00
					Total For Check # 333293			250.00
10/09/2025	333294	3829 J & A TRAFFIC PRODUCTS	40683	Cones & Barricades-Matt Duran	1105300 560230		2026/4	6,272.50
					Total For Check # 333294			6,272.50
10/09/2025	333295	3537 J & J BOWERS LAWN CARE	25929	25929 SEPT 29, 2025	1101200 540280		2026/4	200.00
					Total For Check # 333295			200.00
10/09/2025	333296	23 J D YOUNG COMPANY INC	1294680	10/2025 LEASE & 9/2025 USAGE	1101010 540330		2026/4	217.58
			1294680	10/2025 LEASE & 9/2025 USAGE	1101102 540330		2026/4	186.02
			1294680	10/2025 LEASE & 9/2025 USAGE	1101200 540330		2026/4	181.66
			1294680	10/2025 LEASE & 9/2025 USAGE	1101315 540330		2026/4	93.45
			1294680	10/2025 LEASE & 9/2025 USAGE	1101400 540330		2026/4	321.95
			1294680	10/2025 LEASE & 9/2025 USAGE	1101415 540330		2026/4	94.06
			1294680	10/2025 LEASE & 9/2025 USAGE	1101700 540330		2026/4	217.58
			1294680	10/2025 LEASE & 9/2025 USAGE	1101800 540330		2026/4	306.66
			1294680	10/2025 LEASE & 9/2025 USAGE	1105300 540330		2026/4	176.68

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		1294680	10/2025 LEASE & 9/2025 USAGE	1106000 [540330]		2026/4	264.28
		1294680	10/2025 LEASE & 9/2025 USAGE	1106002 [540330]		2026/4	269.26
		1294680	10/2025 LEASE & 9/2025 USAGE	1101010 [540550]		2026/4	70.33
		1294680	10/2025 LEASE & 9/2025 USAGE	1101102 [540550]		2026/4	242.43
		1294680	10/2025 LEASE & 9/2025 USAGE	1101200 [540550]		2026/4	2.80
		1294680	10/2025 LEASE & 9/2025 USAGE	1101315 [540550]		2026/4	26.99
		1294680	10/2025 LEASE & 9/2025 USAGE	1101400 [540550]		2026/4	124.61
		1294680	10/2025 LEASE & 9/2025 USAGE	1101415 [540550]		2026/4	104.50
		1294680	10/2025 LEASE & 9/2025 USAGE	1101700 [540550]		2026/4	74.99
		1294680	10/2025 LEASE & 9/2025 USAGE	1101800 [540550]		2026/4	109.61
		1294680	10/2025 LEASE & 9/2025 USAGE	1105300 [540550]		2026/4	38.47
		1294680	10/2025 LEASE & 9/2025 USAGE	1106000 [540550]		2026/4	38.03
		1294680	10/2025 LEASE & 9/2025 USAGE	1106002 [540550]		2026/4	122.83
		1294680	10/2025 LEASE & 9/2025 USAGE	1101010 [560230]		2026/4	1.91
		1294680	10/2025 LEASE & 9/2025 USAGE	1101102 [560230]		2026/4	3.96
		1294680	10/2025 LEASE & 9/2025 USAGE	1101200 [560230]		2026/4	3.96
		1294680	10/2025 LEASE & 9/2025 USAGE	1101315 [560230]		2026/4	1.90
		1294680	10/2025 LEASE & 9/2025 USAGE	1101400 [560230]		2026/4	3.96
		1294680	10/2025 LEASE & 9/2025 USAGE	1101415 [560230]		2026/4	1.90
		1294680	10/2025 LEASE & 9/2025 USAGE	1101700 [560230]		2026/4	1.90
		1294680	10/2025 LEASE & 9/2025 USAGE	1101800 [560230]		2026/4	3.96
		1294680	10/2025 LEASE & 9/2025 USAGE	1105300 [560230]		2026/4	3.96
		1294680	10/2025 LEASE & 9/2025 USAGE	1106000 [560230]		2026/4	5.79
		1294680	10/2025 LEASE & 9/2025 USAGE	1106002 [560230]		2026/4	5.79
		1289217	LEASE & USAGE CHARGE FY26	1101010 [540330]		2026/4	217.58
		1289217	LEASE & USAGE CHARGE FY26	1101102 [540330]		2026/4	186.02
		1289217	LEASE & USAGE CHARGE FY26	1101200 [540330]		2026/4	181.66
		1289217	LEASE & USAGE CHARGE FY26	1101315 [540330]		2026/4	93.45
		1289217	LEASE & USAGE CHARGE FY26	1101400 [540330]		2026/4	321.95
		1289217	LEASE & USAGE CHARGE FY26	1101415 [540330]		2026/4	94.06
		1289217	LEASE & USAGE CHARGE FY26	1101700 [540330]		2026/4	217.58
		1289217	LEASE & USAGE CHARGE FY26	1101800 [540330]		2026/4	306.66
		1289217	LEASE & USAGE CHARGE FY26	1105300 [540330]		2026/4	176.68
		1289217	LEASE & USAGE CHARGE FY26	1106000 [540330]		2026/4	264.28
		1289217	LEASE & USAGE CHARGE FY26	1106002 [540330]		2026/4	269.26
		1289217	LEASE & USAGE CHARGE FY26	1101010 [540550]		2026/4	59.01
		1289217	LEASE & USAGE CHARGE FY26	1101102 [540550]		2026/4	249.76
		1289217	LEASE & USAGE CHARGE FY26	1101200 [540550]		2026/4	16.23

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		NAME	INVOICE	DESCRIPTION				
			1289217	LEASE & USAGE CHARGE FY26	1101315 540550		2026/4	27.58
			1289217	LEASE & USAGE CHARGE FY26	1101400 540550		2026/4	124.27
			1289217	LEASE & USAGE CHARGE FY26	1101415 540550		2026/4	103.27
			1289217	LEASE & USAGE CHARGE FY26	1101700 540550		2026/4	84.23
			1289217	LEASE & USAGE CHARGE FY26	1101800 540550		2026/4	117.63
			1289217	LEASE & USAGE CHARGE FY26	1105300 540550		2026/4	29.93
			1289217	LEASE & USAGE CHARGE FY26	1106000 540550		2026/4	65.98
			1289217	LEASE & USAGE CHARGE FY26	1106002 540550		2026/4	58.69
			1289217	LEASE & USAGE CHARGE FY26	1101010 560230		2026/4	2.09
			1289217	LEASE & USAGE CHARGE FY26	1101102 560230		2026/4	4.44
			1289217	LEASE & USAGE CHARGE FY26	1101200 560230		2026/4	4.44
			1289217	LEASE & USAGE CHARGE FY26	1101315 560230		2026/4	2.13
			1289217	LEASE & USAGE CHARGE FY26	1101400 560230		2026/4	4.44
			1289217	LEASE & USAGE CHARGE FY26	1101415 560230		2026/4	2.13
			1289217	LEASE & USAGE CHARGE FY26	1101700 560230		2026/4	2.13
			1289217	LEASE & USAGE CHARGE FY26	1101800 560230		2026/4	4.44
			1289217	LEASE & USAGE CHARGE FY26	1105300 560230		2026/4	4.44
			1289217	LEASE & USAGE CHARGE FY26	1106000 560230		2026/4	6.48
			1289217	LEASE & USAGE CHARGE FY26	1106002 560230		2026/4	6.48
				Total For Check #	333296			6,633.16
10/09/2025	333298	2221 JOSEPHINE SHAW	SEPT 2025	SEPT 1-30, 2025 GYMNASTICS	1106002 540280		2026/4	765.00
				Total For Check #	333298			765.00
10/09/2025	333299	4916 KASEYA US, LLC	2464554993821	0365 Archival - Backupify	1101200 540550		2026/4	8,258.63
				Total For Check #	333299			8,258.63
10/09/2025	333301	124 KIMS INTERNATIONAL	0153288-IN	BLANKET PO - MISC. FITTINGS	1106000 560200		2026/4	15.52
				Total For Check #	333301			15.52
10/09/2025	333306	614 LIGHTING INC/BROKEN ARROW	S3404882.001	BLANKET PO FOR MISC. LIGHTING	1101700 560180		2026/4	442.39
				Total For Check #	333306			442.39
10/09/2025	333307	131 LOCKE SUPPLY COMPANY	56599255-00	BLANKET PO FOR PLUMBING &	1105300 560180		2026/4	13.16
			56599249-00	BLANKET PO FOR PLUMBING &	1105300 560180		2026/4	14.09
				Total For Check #	333307			27.25
10/09/2025	333312	5522 MCCOLLOUGH ENTERPRISES,	00494930	Fixing Main Fixture	1106000 540070		2026/4	772.50

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		NAME	INVOICE	DESCRIPTION				
					Total For Check # 333312			772.50
10/09/2025	333317	25 NAPA AUTO PARTS	019881	949263	1105300 560200		2026/4	9.60
			019881	6058	1105300 560200		2026/4	40.38
			019881	M63201Y	1105300 560200		2026/4	82.52
			019885	230266	1101415 560200		2026/4	10.91
			019885	100050	1101415 560200		2026/4	4.55
			019885	9883	1101415 560200		2026/4	12.73
			019885	60221B	1101415 560200		2026/4	20.76
			019885	5W30BULK	1101415 560210		2026/4	24.24
			019900	K344117310	1106000 560190		2026/4	365.77
			019904	924203	1105300 560200		2026/4	12.72
			019904	M63347	1105300 560200		2026/4	46.34
			019908	9C3Z19703B	1106000 560200		2026/4	499.49
			019911	HA22125	1105300 560200		2026/4	11.72
			019911	HF1252	1105300 560200		2026/4	7.39
			019913	8235075	1105300 560200		2026/4	11.28
			019919	878	1106000 560190		2026/4	9.08
			019849	745KT4709E2BA230	1105300 560200		2026/4	-235.20
			019854	PF46235	1105300 560200		2026/4	38.34
			019854	600564	1105300 560200		2026/4	34.14
			019854	9520	1105300 560200		2026/4	44.88
			019854	9082	1105300 560200		2026/4	12.77
			019854	15W40BULK	1105300 560210		2026/4	87.84
			019858	500925	1105300 560200		2026/4	121.58
			019858	1748XD	1105300 560200		2026/4	33.89
			019865	6060C	1105300 560200		2026/4	46.70
					Total For Check # 333317			1,354.42
10/09/2025	333321	98 OKLAHOMA NATURAL GAS CO	267746591 09262025	213955901 2677465 91 09/26/2025	1101700 530870		2026/4	30.45
			267746591 09262025	213955901 2677465 91 09/26/2025	1101700 550240		2026/4	62.96
			267746591 09262025	213955901 2677465 91 09/26/2025	1105300 550240		2026/4	63.37
			267746591 09262025	213955901 2677465 91 09/26/2025	1106004 550240		2026/4	186.14
			267746591 09262025	213955901 2677465 91 09/26/2025	1101315 550240		2026/4	15.14
			267746591 09262025	213955901 2677465 91 09/26/2025	1106004 550240		2026/4	53.42
			267746591 09262025	213955901 2677465 91 09/26/2025	1106004 550240		2026/4	187.26
			267746591 09262025	213955901 2677465 91 09/26/2025	1101200 550240		2026/4	186.87
			267746591 09262025	213955901 2677465 91 09/26/2025	1106001 550240		2026/4	73.07

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					G/L NUMBER		YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			267746591 09262025	213955901 2677465 91 09/26/2025	1106002 550240		2026/4	45.00
			267746591 09262025	213955901 2677465 91 09/26/2025	1101700 550240		2026/4	196.98
			267746591 09262025	213955901 2677465 91 09/26/2025	1101700 550240		2026/4	183.22
			267746591 09262025	213955901 2677465 91 09/26/2025	1106002 550240		2026/4	190.51
			267746591 09262025	213955901 2677465 91 09/26/2025	1105300 550240		2026/4	192.71
			267746591 09262025	213955901 2677465 91 09/26/2025	1106005 550240		2026/4	56.38
			267746591 09262025	213955901 2677465 91 09/26/2025	1106002 550240		2026/4	30.33
			267746591 09262025	213955901 2677465 91 09/26/2025	1106002 550240		2026/4	366.44
					Total For Check # 333321			2,120.25
10/09/2025	333333	2542 REPUBLIC SERVICES OF TULSA	0053-000422952	0053-000422952 09/25/2025	1106002 540330		2026/4	1,551.02
					Total For Check # 333333			1,551.02
10/09/2025	333335	5326 GERALD K JIMENEZ	1335	1335 09/30/2025	1106003 540280		2026/4	3,080.00
					Total For Check # 333335			3,080.00
10/09/2025	333336	201 ROYAL PRINTING	66916	66916 SEPT 26, 2025	1101315 550360		2026/4	16.50
					Total For Check # 333336			16.50
10/09/2025	333338	602 SANDERS NURSERY	1152555	BLANKET PO FOR NURSERY STOCK	1106003 560700		2026/4	102.00
			1152611	BLANKET PO FOR NURSERY STOCK	1106003 560700		2026/4	25.50
			1153914	BLANKET PO FOR NURSERY STOCK	1106003 560340		2026/4	363.84
			1153937	BLANKET PO FOR NURSERY STOCK	1106003 560700		2026/4	753.68
					Total For Check # 333338			1,245.02
10/09/2025	333340	5048 SHAMROCK TIRE & AUTO	107-798171	BLANKET PO FOR ALIGNMENTS	1106000 540200		2026/4	15.00
			107-798202	BLANKET PO FOR ALIGNMENTS	1106000 560190		2026/4	15.00
					Total For Check # 333340			30.00
10/09/2025	333341	834 SOFTWARE HOUSE	B20294548	MS Sentinel Usage for '26	1101200 540550		2026/4	1,124.58
					Total For Check # 333341			1,124.58
10/09/2025	333342	2144 SITE ONE LANDSCAPE SUPPLY	158860831-001	BLANKET PO FOR IRRIGATION	1106000 560230		2026/4	276.68
			158973871-001	BLANKET PO FOR IRRIGATION	1106000 560230		2026/4	255.06
			158970240-001	BLANKET PO FOR IRRIGATION	1106003 560700		2026/4	641.44
					Total For Check # 333342			1,173.18
10/09/2025	333344	1081 SOUTHERN AGRICULTURE	830815	BLANKET PO FOR DOG & CAT FOOD	1106002 560330		2026/4	6.36

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		NAME	INVOICE	DESCRIPTION				
			831478	BLANKET PO FOR DOG & CAT FOOD	1106002 560330		2026/4	22.97
			832247	BLANKET PO FOR DOG & CAT FOOD	1106002 560330		2026/4	5.96
					Total For Check # 333344			35.29
10/09/2025	333345	268 SOUTHERN TIRE MART	3500278414	unit 1460	1105300 540200		2026/4	1,226.90
			3500279049	UNIT # 1534 - BRIAN GAYNOR	1105300 540200		2026/4	2,670.85
					Total For Check # 333345			3,897.75
10/09/2025	333346	1131 SPRING CREEK NURSERY	223203	BLANKET PO FOR NURSERY STOCK	1106003 560230		2026/4	259.00
					Total For Check # 333346			259.00
10/09/2025	333348	1655 STEVEN LIDDELL SMITH	4392	4392 10/04/2025	1101400 540280		2026/4	300.00
					Total For Check # 333348			300.00
10/09/2025	333355	3614 CARMAN ROBISON	20250906	20250906 09/06/2025	1101400 540280		2026/4	175.00
					Total For Check # 333355			175.00
10/09/2025	333356	236 TULSA ABSTRACT AND TITLE	523234	523234 9/29/2025	1101410 530870		2026/4	200.00
					Total For Check # 333356			200.00
10/09/2025	333357	255 TULSA COUNTY CLERK	231	231 OCT 1, 2025	1101700 550860		2026/4	308.00
					Total For Check # 333357			308.00
10/09/2025	333359	949 TULSA WINNELSON COMPANY	644375 01	BLANKET PO MISC. PLUMBING	1106001 560180		2026/4	40.95
			646702 01	BLANKET PO MISC. PLUMBING	1106000 560180		2026/4	60.52
					Total For Check # 333359			101.47
10/09/2025	333365	819 VANCE BROTHERS LLC	IT00010181	BLANKET PO FOR ROAD OIL SSI	1105300 560800		2026/4	175.95
					Total For Check # 333365			175.95
10/09/2025	333366	1169 VERIZON	6124092331	6124092331 AUG 22-SEPT 21, 2025	1101200 550540		2026/4	40.01
					Total For Check # 333366			40.01
10/09/2025	333368	3950 ES OPCO USA LLC	CINV105316149	Kontrol 4 - 4 Mosquito Spray - SIGN SHOP	1105315 560230		2026/4	590.00
					Total For Check # 333368			590.00
10/09/2025	333372	1095 WINDSTREAM HOLDINGS II LLC	100642705 09292025	FY26 ANNUAL AGREEMENT	1101700 550220		2026/4	304.29
			100738910 09032025	FY26 ANNUAL AGREEMENT	1106005 550220		2026/4	171.51

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		NAME	INVOICE	DESCRIPTION				
			100738909 10032025	FY26 ANNUAL AGREEMENT	1106002 [550220]		2026/4	156.64
			100738909 10032025	FY26 ANNUAL AGREEMENT	1106004 [550220]		2026/4	345.62
					Total For Check # 333372			978.06
					Total For Fund 110			336,563.82
					Number of Invoices For Fund 110			510

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Fund 227

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
10/02/2025	333023	149 AMERICAN ELECTRIC	393-103-0-6 09192025	959-393-103-0-6 SEPT 19, 2025	2271700 550250		2026/4	128.60
					Total For Check # 333023			128.60
10/02/2025	333025	4935 AMAZON.COM SALES INC	1CQX-NQGP-PNY1	ITEM: Bankers Box 12 Pack R-KIVE Heavy-	2271700 560230		2026/4	72.90
					Total For Check # 333025			72.90
10/02/2025	333062	882 COX COMMUNICATIONS	076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	2271700 550540		2026/3	52.40
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	2271700 550540		2026/4	52.40
					Total For Check # 333062			104.80
10/02/2025	333098	5131 KEVIN BEHE	14487	CITY COUNCIL 07/14/25	2271700 540070		2026/4	0.86
			14488	CITY COUNCIL 07/14/25	2271700 540070		2026/4	1.43
			14490	CITY COUNCIL 07/14/25	2271700 540070		2026/4	1.43
			14592	CITY COUNCIL 07/14/25	2271700 540070		2026/4	1.14
			14564	CITY COUNCIL 07/14/25	2271700 540070		2026/4	1.14
			14553	CITY COUNCIL 07/14/25	2271700 540070		2026/4	1.43
					Total For Check # 333098			7.43
10/02/2025	333136	201 ROYAL PRINTING	66904	66904 SEPT 26, 2025	2271700 550360		2026/4	288.00
					Total For Check # 333136			288.00
10/02/2025	333139	5395 SAN JUANITA I URIA	205958	205958 SEPT 24, 2025	2271700 530870		2026/4	200.00
					Total For Check # 333139			200.00
10/09/2025	333237	1007 AMERICAN SERVICES INC.	3326	3326 SEPT 30, 2025	2271700 540280		2026/4	60.00
					Total For Check # 333237			60.00
10/09/2025	333321	98 OKLAHOMA NATURAL GAS CO	267746591 09262025	213955901 2677465 91 09/26/2025	2271700 550240		2026/4	15.14
					Total For Check # 333321			15.14
10/09/2025	333336	201 ROYAL PRINTING	66905	66905 SEPT 30, 2025	2271700 550360		2026/4	835.00
			66924	66924 SEPT 30, 2025	2271700 550360		2026/4	98.00
					Total For Check # 333336			933.00
Total For Fund 227								1,809.87
Number of Invoices For Fund 227								16

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
10/02/2025	333113	4341 MATRIX CONSULTING GROUP,	1 PROJECT 1807-25	Matrix Consulting for Fleet Study	3291700 [530870]		2026/4	13,580.00
					Total For Check # 333113			13,580.00
10/09/2025	333303	4452 L3HARRIS TECHNOLOGIES INC	93459942	Fire Marshall Mobile Radio - Sharp	3293504 [570020]	2635010	2026/4	4,283.46
					Total For Check # 333303			4,283.46
					Total For Fund 329			17,863.46
					Number of Invoices For Fund 329			2

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Fund 330

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
10/02/2025	333025	4935 AMAZON.COM SALES INC	1VY9-76DJ-CPHK	ITEM: PROIRON Olympic Trap Bar 2", Hex	3303501 570170	2635070	2026/4	113.99
					Total For Check # 333025			113.99
10/02/2025	333104	1052 L&W SUPPLY CORPORATION	1015029533-002	Material for Field Ops Conference Room	3301700 570150	2217090	2026/4	5,001.52
					Total For Check # 333104			5,001.52
10/02/2025	333108	131 LOCKE SUPPLY COMPANY	56149873-00	ELECTRICAL WORK FOR CONF RM AT	3301700 570150	2217090	2026/4	1,279.72
					Total For Check # 333108			1,279.72
10/02/2025	333141	81 SHERWIN WILLIAMS CO	53374144110925	BLANKET PO FOR PAINT SUPPLIES	3301700 570150	2217090	2026/4	144.75
					Total For Check # 333141			144.75
10/02/2025	333176	2072 WALLACE DESIGN COLLECTIVE	267789	Wallace agreement for Rose Dist Parking	3301700 570170	2417280	2026/4	500.00
					Total For Check # 333176			500.00
10/09/2025	333251	19 BROKEN ARROW ELECTRIC	S3403417.001	BLANKET PO FOR MISC ELECTRICAL	3301700 570150	2217090	2026/4	124.20
					Total For Check # 333251			124.20
10/09/2025	333253	5288 CALEMA, LLC	122898	NEINHUIS FOOTBALL HVAC	3306002 570170	2660290	2026/4	8,229.00
			122899	SIGN SHOP HVAC REPLACEMENT	3305315 570170	2653230	2026/4	18,260.00
					Total For Check # 333253			26,489.00
10/09/2025	333267	765 PLATINUM VENTURES INC	1900012996	REMODEL SENIOR CENTER KITCHEN	3306001 570170	2560230	2026/3	43,343.85
					Total For Check # 333267			43,343.85
10/09/2025	333268	634 DELL MARKETING L.P.	10838298945	5 WD19 docking stations	3301200 570170	2612030	2026/4	993.70
					Total For Check # 333268			993.70
10/09/2025	333307	131 LOCKE SUPPLY COMPANY	56630483-00	BLANKET PO FOR PLUMBING &	3301700 570150	2217090	2026/4	804.77
			56597221-00	BLANKET PO FOR PLUMBING &	3301700 570150	2217090	2026/4	82.63
			56630605-00	BLANKET PO FOR PLUMBING &	3301700 570150	2217090	2026/4	291.69
					Total For Check # 333307			1,179.09
10/09/2025	333328	736 PENSKE COMMERCIAL	125DE-55370-2	CITY COUNCIL APPROVED 7/15/2024	3305300 570020	2553100	2026/4	588,764.00
					Total For Check # 333328			588,764.00

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR				G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION					
10/09/2025	333334	5439 RIGID EMERGENCY VEHICLES	911-037	CITY COUNCIL APPROVED 07/14/25	3303001 570020	2530010	2026/4	3,645.00	
			911-036	CITY COUNCIL APPROVED 07/14/25	3303001 570020	2530010	2026/4	3,645.00	
					Total For Check # 333334			7,290.00	
10/09/2025	333353	1089 TRANE COMPANY	315686643	CITY COUNCIL APPROVED 02/25/25	3301700 570170	2517020	2026/4	427,350.00	
					Total For Check # 333353			427,350.00	
					Total For Fund 330			1,102,573.82	
					Number of Invoices For Fund 330			17	

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
10/02/2025	333150	1131 SPRING CREEK NURSERY	222900	BLANKET PO FOR NURSERY STOCK	3326000 [570170]	PKDONA	2026/4	450.00
					Total For Check # 333150			450.00
10/09/2025	333210	999900 OTP - AR REFUNDS	REC-034283-2025		33240 [470100]		2026/3	348.00
					Total For Check # 333210			348.00
					Total For Fund 332			798.00
					Number of Invoices For Fund 332			2

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
10/09/2025	333351	3597 CENTRALSQUARE	444720	Central Square Contract for ASAP Interface	3363006 [570170]	2630280	2026/4	6,051.58
					Total For Check #	333351		6,051.58
					Total For Fund	336		6,051.58
					Number of Invoices For Fund	336		1

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Fund 342

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
10/02/2025	333023	149 AMERICAN ELECTRIC	158-339-0-2 09152025	FY26 ANNUAL AGREEMENT SINGLES	3425300 550250		2026/4	106.16
			883-018-0-0 09122025	FY26 ANNUAL AGREEMENT SINGLES	3425300 550250		2026/4	52.52
			343-742-0-7 09172025	FY26 ANNUAL AGREEMENT - SINGLES	3425300 550250		2026/4	63.54
			502-247-0-5 09192025	953-502-247-0-5 SEPT 19, 2025 2501 W	3425300 550250		2026/4	57.50
			662-793-0-3 09182025	FY26 ANNUAL AGREEMENT SINGLES	3425300 550250		2026/4	172.71
			913-008-1-1 09192025	FY26 ANNUAL AGREEMENT 953-913-008-	3425300 550250		2026/4	188.02
				Total For Check # 333023				640.45
10/02/2025	333048	19 BROKEN ARROW ELECTRIC	S3398809.001	BLANKET PO FOR MISC ELECTRICAL	3425300 560350		2026/4	374.68
				Total For Check # 333048				374.68
10/02/2025	333108	131 LOCKE SUPPLY COMPANY	56436047-00	BLANKET PO FOR PLUMBING &	3425300 550260		2026/4	132.91
			56422714-00	BLANKET PO FOR PLUMBING &	3425300 550260		2026/4	62.32
			56489670-00	BLANKET PO FOR PLUMBING &	3425300 550260		2026/4	56.61
			56571310-00	BLANKET PO FOR PLUMBING &	3425300 560350		2026/4	10.36
				Total For Check # 333108				262.20
10/09/2025	333231	149 AMERICAN ELECTRIC	111-611-0-2 09302025	FY26 ANNUAL AGREEMENT - SINGLES	3425300 550250		2026/4	32,040.03
			452-844-0-4 09302025	FY26 ANNUAL AGREEMENT SIGNALS	3425300 550250		2026/4	2,745.06
				Total For Check # 333231				34,785.09
10/09/2025	333251	19 BROKEN ARROW ELECTRIC	S3402951.001	BLANKET PO FOR MISC ELECTRICAL	3425300 560230		2026/4	30.39
			S3402876.001	BLANKET PO FOR MISC ELECTRICAL	3425300 560230		2026/4	374.68
				Total For Check # 333251				405.07
10/09/2025	333307	131 LOCKE SUPPLY COMPANY	56627526-00	BLANKET PO FOR PLUMBING &	3425300 560350		2026/4	25.08
				Total For Check # 333307				25.08
				Total For Fund 342				36,492.57
				Number of Invoices For Fund 342				16

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Fund 343

CHECK DATE	CHECK #	VENDOR				G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION					
10/02/2025	333021	4394 ACTION SAFETY SUPPLY CO,	PA 6 ST25140	CITY COUNCIL APPROVED 04/01/25	3435300 570150	ST25140	2026/4	21,130.81	
					Total For Check # 333021			21,130.81	
10/02/2025	333022	2243 ADVANCED WORKZONE	0034530-IN	0034530-IN 08/13/2025	3435300 570150	ST26030	2026/4	600.00	
					Total For Check # 333022			600.00	
10/02/2025	333029	4846 APAC-CENTRAL, INC.	7002330260	BLANKET PO FOR ASPHALT (PRIMARY	3435300 570150	ST26130	2026/4	50,727.87	
			7002330299	BLANKET PO FOR ASPHALT (PRIMARY	3435300 570150	ST26130	2026/4	6,032.88	
			7002330310	BLANKET PO FOR ASPHALT (PRIMARY	3435300 570150	ST26130	2026/4	7,801.65	
					Total For Check # 333029			64,562.40	
10/02/2025	333070	1275 ERGON ASPHALT &	9403555715	BLANKET PO - OIL (CRS2)	3435300 570150	ST25150	2026/4	3,123.23	
					Total For Check # 333070			3,123.23	
10/09/2025	333270	3307 DP SUPPLY	036292	24" HP Storm Pipe-Matt Duran	3435300 570150	ST24270	2026/4	2,088.00	
			036359	Stormwater materials-Matt Duran	3435300 570150	ST24270	2026/4	115.83	
					Total For Check # 333270			2,203.83	
10/09/2025	333281	5010 GOBER CONSTRUCTION LLC	PA 4 ST23030	Concrete Panel Replacement-Turtle Creek	3435300 570150	ST23030	2026/4	26,574.45	
					Total For Check # 333281			26,574.45	
					Total For Fund 343			118,194.72	
					Number of Invoices For Fund 343			9	



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
10/02/2025	332975	2385 ALAN BOWMAN	PDR 10172025	PER DIEM-CNOK FALL CALL-OUT -	3443001 550030		2026/4	68.00
					Total For Check # 332975			68.00
10/02/2025	332976	4540 ALEXANDRIA STANTON	PDR 10172025	PER DIEM-CNOK FALL CALL-OUT -	3443001 550030		2026/4	68.00
					Total For Check # 332976			68.00
10/02/2025	332977	4715 BILLY SCOTT KEELE	PDR 10172025	PER DIEM-CNOK FALL CALL-OUT -	3443001 550030		2026/4	68.00
					Total For Check # 332977			68.00
10/02/2025	332982	2101 CONNER ROBINSON	PDR 10132025	PER DIEM-JUST CONF - ORLANDO, FL	3443001 550030		2026/4	216.00
					Total For Check # 332982			216.00
10/02/2025	332984	3112 DANIEL BUCKLIN	PDR 10062025	PER DIEM-TACTICAL UAS OPERATIONS,	3443001 550030		2026/4	102.00
					Total For Check # 332984			102.00
10/02/2025	332985	2102 DANIEL JAMES	PDR 10172025	PER DIEM-CNOK FALL CALL-OUT -	3443001 550030		2026/4	68.00
					Total For Check # 332985			68.00
10/02/2025	332987	1029 JACOB WESTERFIELD	PDR 10062025	PER DIEM- TACTICAL UAS OPERATIONS,	3443001 550030		2026/4	102.00
					Total For Check # 332987			102.00
10/02/2025	332988	2287 JAMES TAYLOR	PDR 10172025	PER DIEM-CNOK FALL CALL-OUT-	3443001 550030		2026/4	68.00
					Total For Check # 332988			68.00
10/02/2025	332990	3114 KELSEY JONES WRIGHT	PDR 10062025	PER DIEM-EVIDENCE BASED	3443001 550030		2026/4	232.00
					Total For Check # 332990			232.00
10/02/2025	332992	2610 KEVIN TOLIVER	PDR 10172025	PER DIEM-CNOK FALL CALL-OUT -	3443001 550030		2026/4	68.00
					Total For Check # 332992			68.00
10/02/2025	332993	2196 MARK WILLIAMSON	PDR 10172025	PER DIEM-CNOK FALL CALL-OUT -	3443001 550030		2026/4	68.00
					Total For Check # 332993			68.00
10/02/2025	332994	719 MICHAEL JACKSON	EMP 09242025	REIMB FOR PANTS DAMAGED WHILE	3443001 560100		2026/4	108.52
					Total For Check # 332994			108.52
10/02/2025	333015	2894 RODNEY GARNER	PDR 10172025	PER DIEM-CNOK FALL CALL-OUT -	3443001 550030		2026/4	68.00
					Total For Check # 333015			68.00

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Fund 344

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
10/02/2025	333017	4292 TYLER BASKINS	PDR 10172025	PER DIEM-CNOK FALL CALL-OUT -	3443001 550030		2026/4	68.00
					Total For Check # 333017			68.00
10/02/2025	333023	149 AMERICAN ELECTRIC	757-559-0-9 09182025	FY26 ANNUAL AGREEMENT SINGLES	3443001 550250		2026/4	302.60
			086-363-1-7 09152025	FY26 ANNUAL AGREEMENT - SINGLES	3443001 550250		2026/4	31.80
					Total For Check # 333023			334.40
10/02/2025	333025	4935 AMAZON.COM SALES INC	1F4G-9C4X-FGVN	Binders and Notepads for Dispatch	3443006 560030		2026/4	51.32
			1GN1-DRQP-FTKG	Fingerprint Toolboxes for Academy	3443001 560230		2026/4	100.00
			1FV1-DKDV-FLHH	Another Amazon Order for Capt. Tener	3443001 570170	2630120	2026/4	175.96
			1Q6C-K1KK-DRX1	Dell Docking Station for Training Center	3443001 560240		2026/4	740.00
			1RHK-DVMC-G77T	Amazon Items for Training Center	3443001 560030		2026/4	13.89
			1RHK-DVMC-G77T	Amazon Items for Training Center	3443001 560230		2026/4	9.67
			1DT3-T3V7-6KF4	Electrical Cord for Captain Tener	3443001 570170	2630120	2026/4	229.64
			1VKJ-6D9W-P4M7	Disinfectant for the cat room	3443009 560300		2026/4	139.80
			1J7Y-9XRC-DHVV	Additional Items for Tener's PTZ Camera	3443001 570170	2630120	2026/4	450.61
					Total For Check # 333025			1,910.89
10/02/2025	333028	5349 HEATHER OWEN	36798	36798 JUNE 13, 2025	3443001 530870		2026/4	100.17
			36844	36844 JUNE 17, 2025	3443001 530870		2026/4	500.68
					Total For Check # 333028			600.85
10/02/2025	333030	592 APPLIED CONCEPTS INC	464364	Stalker Radar Parts	3443001 560200		2026/4	1,675.00
					Total For Check # 333030			1,675.00
10/02/2025	333037	931 AXON ENTERPRISE INC	INUS379532	Taser 10 cartridge order	3443001 560320		2026/4	47,000.00
					Total For Check # 333037			47,000.00
10/02/2025	333053	200 CALL ONE INC	PSI05615	PSI105615 09/17/2025	3443006 560240		2026/4	313.90
					Total For Check # 333053			313.90
10/02/2025	333055	37 CINTAS CORPORATION	5293389503	BLANKET PO FOR ALL DEPARTMENT	3443008 560230		2026/4	155.82
					Total For Check # 333055			155.82
10/02/2025	333057	1391 CLEAN THE UNIFORM CO	52155254	Rugs for PSC and Training Center for FY26	3443001 540330		2026/4	15.30
					Total For Check # 333057			15.30

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Fund 344

CHECK DATE	CHECK #	VENDOR				PROJECT		
		NAME	INVOICE	DESCRIPTION	G/L NUMBER	YEAR/PERIOD	AMOUNT	
10/02/2025	333062	882 COX COMMUNICATIONS	076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	3443001 550220	2026/3	594.17	
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	3443009 550220	2026/3	76.26	
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	3443001 550540	2026/3	1,999.83	
			076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	3443009 550540	2026/3	5.27	
			CR076689001	FY26 ANNUAL AGREEMENT 001 6311	3443009 550220	2026/4	-60.71	
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	3443001 550220	2026/4	1,106.77	
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	3443001 550540	2026/4	1,999.83	
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	3443009 550540	2026/4	5.27	
				Total For Check # 333062			5,726.69	
10/02/2025	333086	685 GT DISTRIBUTORS INC	INV1058606	Replacement Aimpoint Optics	3443001 560240	2026/4	13,419.00	
				Total For Check # 333086			13,419.00	
10/02/2025	333092	5458 HURRICANE BUTTERFLY LAW	25-0279	Less Lethal Munitions for SOT	3443001 560320	2026/4	4,142.00	
				Total For Check # 333092			4,142.00	
10/02/2025	333098	5131 KEVIN BEHE	14487	CITY COUNCIL 07/14/25	3443001 540070	2026/4	2.22	
			14487	CITY COUNCIL 07/14/25	3443009 540070	2026/4	0.14	
			14488	CITY COUNCIL 07/14/25	3443001 540070	2026/4	3.70	
			14488	CITY COUNCIL 07/14/25	3443009 540070	2026/4	0.24	
			14490	CITY COUNCIL 07/14/25	3443001 540070	2026/4	3.70	
			14490	CITY COUNCIL 07/14/25	3443009 540070	2026/4	0.24	
			14592	CITY COUNCIL 07/14/25	3443001 540070	2026/4	2.96	
			14592	CITY COUNCIL 07/14/25	3443009 540070	2026/4	0.19	
			14564	CITY COUNCIL 07/14/25	3443001 540070	2026/4	2.96	
			14564	CITY COUNCIL 07/14/25	3443009 540070	2026/4	0.19	
			14553	CITY COUNCIL 07/14/25	3443001 540070	2026/4	3.70	
			14553	CITY COUNCIL 07/14/25	3443009 540070	2026/4	0.24	
				Total For Check # 333098			20.48	
10/02/2025	333109	2355 LOCKEDINRN	09152025	Visiting Nurse 09/15-19/2025	3443008 530870	2026/4	307.08	
				Total For Check # 333109			307.08	
10/02/2025	333111	3658 MALLORY SAFETY AND SUPPLY	6256662	SRT New Member Equipment	3443001 560100	2026/4	55.01	
				Total For Check # 333111			55.01	
10/02/2025	333115	25 NAPA AUTO PARTS	19690	NPB22	3443001 560200	2026/4	16.24	
			19690	20811	3443001 560200	2026/4	23.61	

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CHECK DATE	CHECK #	VENDOR		G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION			
			19690	115	3443001 560200	2026/4	14.44
			19690	7060	3443001 560200	2026/4	4.25
			19690	5W20BULK	3443001 560200	2026/4	21.42
			19693	F005391	3443001 560190	2026/4	302.22
			19695	F014937	3443001 560190	2026/4	328.00
			19695	F005391	3443001 560190	2026/4	-302.22
			19697	F000702	3443001 560190	2026/4	297.20
			19705	64143701	3443001 560200	2026/4	7.24
			019640	49005	3443001 560230	2026/4	8.67
			019645	9849	3443001 560230	2026/4	195.24
			019645	9849	3443001 560230	2026/4	18.00
			019650	100050	3443001 560200	2026/4	4.55
			019650	230019	3443001 560200	2026/4	8.60
			019650	6935	3443001 560200	2026/4	9.55
			019650	5W30BULK	3443001 560210	2026/4	24.24
			019651	4017	3443001 560200	2026/4	8.00
			019651	7060	3443001 560200	2026/4	4.25
			019651	9756	3443001 560200	2026/4	14.86
			019651	20811	3443001 560210	2026/4	23.61
			019651	115	3443001 560210	2026/4	14.44
			019651	5W20BULK	3443001 560210	2026/4	21.42
			019653	100255	3443001 560200	2026/4	4.25
			019653	115	3443001 560210	2026/4	14.44
			019653	20811	3443001 560210	2026/4	23.61
			019653	0W20BULK	3443001 560210	2026/4	30.80
			019656	7060	3443001 560200	2026/4	4.25
			019656	20811	3443001 560210	2026/4	23.61
			019656	115	3443001 560210	2026/4	14.44
			019656	5W20BULK	3443001 560210	2026/4	21.42
			019657	7060	3443001 560200	2026/4	4.25
			019657	20811	3443001 560210	2026/4	23.61
			019657	115	3443001 560210	2026/4	14.44
			019657	5W20BULK	3443001 560210	2026/4	21.42
			019666	5W30BULK	3443009 560200	2026/4	24.24
			019666	7502	3443009 560200	2026/4	4.25
			019666	9883	3443009 560200	2026/4	12.73
			019669	115	3443001 560200	2026/4	14.44
			019669	20811	3443001 560200	2026/4	23.61

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		NAME	INVOICE	DESCRIPTION				
			019669	5W20BULK	3443001 560200		2026/4	21.42
			019669	7060	3443001 560200		2026/4	4.25
			019672	NPB21	3443009 560210		2026/4	16.24
			019672	MTP65HD	3443009 560210		2026/4	138.11
			019673	NPB21	3443001 560200		2026/4	16.24
			019673	9005N	3443001 560200		2026/4	16.20
			019675	1255H11N	3443001 560200		2026/4	17.16
			019675	60211B	3443001 560200		2026/4	10.38
			019675	60221B	3443001 560200		2026/4	10.38
			019682	FT8855	3443001 560200		2026/4	57.24
			019682	84032	3443001 560210		2026/4	24.39
					Total For Check # 333115			1,679.65
10/02/2025	333119	1134 NORTH AMERICAN RESCUE LLC IN920908		Restock of Chest Seals and Combat Gauze	3443001 560110		2026/4	5,264.89
					Total For Check # 333119			5,264.89
10/02/2025	333124	4127 ORION SECURITY SOLUTIONS	54193	RTIC Camera equipment enclosure /	3443001 570170	2630120	2026/4	6,368.00
					Total For Check # 333124			6,368.00
10/02/2025	333144	1586 SIGN SOLUTIONS	5644	5644 SEPT 26, 2025	3443001 540200		2026/4	469.00
					Total For Check # 333144			469.00
10/02/2025	333149	1523 SPOKE HOUSE BICYCLES	220000078438	Electric Bicycle for PD Bike Unit	3443001 560240		2026/4	1,899.99
					Total For Check # 333149			1,899.99
10/02/2025	333151	4045 STEPHANIE BRADLEY	250	Professional Services by Dr. Bradley DVM	3443009 530870		2026/4	1,035.00
					Total For Check # 333151			1,035.00
10/02/2025	333156	5285 SUPER KLEAN CAR WASH	JULY 2025	Car Washes invoiced once per month to be	3443001 540200		2026/4	635.00
					Total For Check # 333156			635.00
10/09/2025	333181	856 AMERICAN FIDELITY	176134	Payroll Run 1 - Warrant 250926	344 218420		2026/3	200.28
			176134	Payroll Run 1 - Warrant 250926	344 218430		2026/3	180.50
					Total For Check # 333181			380.78
10/09/2025	333182	938 BRANDON TENER	PDR 10172025	PER DIEM- IACP 2025 -OCT 17-22,	3443006 550030		2026/4	414.00
					Total For Check # 333182			414.00

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		NAME	INVOICE	DESCRIPTION				
10/09/2025	333185	4633 COLONIAL LIFE & ACCIDENT	176139	Payroll Run 1 - Warrant 250926	344 [218590]		2026/3	1,417.96
					Total For Check # 333185			1,417.96
10/09/2025	333186	1319 COMMUNITY CARE EAP	173101	Payroll Run 1 - Warrant 250829	344 [218560]		2026/2	209.76
					Total For Check # 333186			209.76
10/09/2025	333187		176136	Payroll Run 1 - Warrant 250926	344 [218560]		2026/3	210.68
					Total For Check # 333187			210.68
10/09/2025	333191	1550 GENESIS HEALTH CLUBS	176137	Payroll Run 1 - Warrant 250926	344 [218150]		2026/3	693.38
					Total For Check # 333191			693.38
10/09/2025	333193	2287 JAMES TAYLOR	PDR 10132025	PER DIEM-ABLE TRAIN-THE-TRAINER-	3443001 [550030]		2026/4	102.00
					Total For Check # 333193			102.00
10/09/2025	333195	1454 JOSHUA S RUSSELL	PDR 10172025	PER DIEM- IACP 2025 -OCT 17-22,	3443001 [550030]		2026/4	414.00
					Total For Check # 333195			414.00
10/09/2025	333199	5168 LANCE C. ARNOLD	PDR 10172025	PER DIEM- IACP 2025 -OCT 17-22,	3443001 [550030]		2026/4	552.00
					Total For Check # 333199			552.00
10/09/2025	333200	159 PRE-PAID LEGAL SERVICES,	176132	Payroll Run 1 - Warrant 250926	344 [218100]		2026/3	942.88
					Total For Check # 333200			942.88
10/09/2025	333202	828 MICHAEL JORDAN	PDR 10132025	PER DIEM-ABLE TRAIN-THE-TRAINER-	3443001 [550030]		2026/4	102.00
					Total For Check # 333202			102.00
10/09/2025	333204	2104 NICHOLAS JORDAN	PDR 10132025	PER DIEM-ABLE TRAIN-THE-TRAINER-	3443001 [550030]		2026/4	102.00
					Total For Check # 333204			102.00
10/09/2025	333222	542 SCOTT BENNETT	PDR 10172025	PER DIEM- IACP 2025 -OCT 17-22,	3443001 [550030]		2026/4	414.00
					Total For Check # 333222			414.00
10/09/2025	333223	1987 SURENCY LIFE & HEALTH INS.	176138	Payroll Run 1 - Warrant 250926	344 [218460]		2026/3	276.25
					Total For Check # 333223			276.25
10/09/2025	333225	4627 THOMAS COOPER	PDR 10172025	PER DIEM- IACP 2025 -OCT 17-22,	3443001 [550030]		2026/4	414.00
					Total For Check # 333225			414.00

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10/09/2025	333230	489 ADMIRAL EXPRESS LLC	2598039-0	Computer Monitor Arms for Records	3443010 560240		2026/4	1,997.60
					Total For Check # 333230			1,997.60
10/09/2025	333231	149 AMERICAN ELECTRIC	234-103-0-2 09302025	FY26 ANNUAL AGREEMENT 959-234-103-	3443001 550250		2026/4	29,239.63
			234-103-0-2 09302025	FY26 ANNUAL AGREEMENT 959-234-103-	3443009 550250		2026/4	3,430.81
					Total For Check # 333231			32,670.44
10/09/2025	333234	4935 AMAZON.COM SALES INC	191P-9PRY-GPMX	Amazon order for Tener and Tracy Lee	3443001 560030		2026/4	64.77
			191P-9PRY-GPMX	Amazon order for Tener and Tracy Lee	3443001 570170	2630120	2026/4	529.50
			1RRW-411M-GFX6	Amazon Order for Training, Nossaman,	3443001 560030		2026/4	133.85
			1RRW-411M-GFX6	Amazon Order for Training, Nossaman,	3443001 560100		2026/4	98.97
			1XQL-441C-9KQ9	Additional DT Items for Training	3443001 560240		2026/4	593.98
			1F6V-L4FC-T1KT	Amazon order for CSI and Records	3443010 560030		2026/4	51.27
			1NY6-GWWN-7JFT	Amazon order for CSI and Records	3443001 560230		2026/4	86.97
					Total For Check # 333234			1,559.31
10/09/2025	333243	910 BAYSINGER POLICE SUPPLY	1080090	SRT Less Lethal Equipment	3443001 560230		2026/4	110.70
			1080090	SRT Less Lethal Equipment	3443001 560240		2026/4	2,601.30
			1080090	SRT Less Lethal Equipment	3443001 560320		2026/4	13,875.06
					Total For Check # 333243			16,587.06
10/09/2025	333250	3837 UPSTATE WHOLESALE SUPPLY	INV41106	Getac Cloud Storage FY26	3443001 540550		2026/4	66,695.40
					Total For Check # 333250			66,695.40
10/09/2025	333258	996 CITY OF BROKEN ARROW	176135	Payroll Run 1 - Warrant 250926	344 218180		2026/3	1,433.30
			176135	Payroll Run 1 - Warrant 250926	344 218360		2026/3	11,026.22
					Total For Check # 333258			12,459.52
10/09/2025	333263	1317 COPQUEST INC	C25777367	Restock of PD NIK Test Kits	3443001 560230		2026/4	1,361.20
					Total For Check # 333263			1,361.20
10/09/2025	333292	115 INCOG	E-002413	E-002413 OCT 1, 2025	3443006 550220		2026/4	13,806.74
			227624	227624 SEPT 30, 2025	3443006 540550		2026/4	2,512.17
					Total For Check # 333292			16,318.91
10/09/2025	333296	23 J D YOUNG COMPANY INC	1294680	10/2025 LEASE & 9/2025 USAGE	3443001 540330		2026/4	384.45
			1294680	10/2025 LEASE & 9/2025 USAGE	3443006 540330		2026/4	94.06

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		NAME	INVOICE	DESCRIPTION				
			1294680	10/2025 LEASE & 9/2025 USAGE	3443008 540330		2026/4	87.60
			1294680	10/2025 LEASE & 9/2025 USAGE	3443009 540330		2026/4	87.60
			1294680	10/2025 LEASE & 9/2025 USAGE	3443010 540330		2026/4	208.24
			1294680	10/2025 LEASE & 9/2025 USAGE	3443001 540550		2026/4	308.73
			1294680	10/2025 LEASE & 9/2025 USAGE	3443006 540550		2026/4	29.57
			1294680	10/2025 LEASE & 9/2025 USAGE	3443009 540550		2026/4	5.09
			1294680	10/2025 LEASE & 9/2025 USAGE	3443010 540550		2026/4	77.02
			1294680	10/2025 LEASE & 9/2025 USAGE	3443001 560230		2026/4	7.77
			1294680	10/2025 LEASE & 9/2025 USAGE	3443006 560230		2026/4	1.90
			1294680	10/2025 LEASE & 9/2025 USAGE	3443008 560230		2026/4	3.93
			1294680	10/2025 LEASE & 9/2025 USAGE	3443009 560230		2026/4	1.90
			1294680	10/2025 LEASE & 9/2025 USAGE	3443010 560230		2026/4	1.90
			1289217	LEASE & USAGE CHARGE FY26	3443001 540330		2026/4	384.45
			1289217	LEASE & USAGE CHARGE FY26	3443006 540330		2026/4	94.06
			1289217	LEASE & USAGE CHARGE FY26	3443008 540330		2026/4	87.60
			1289217	LEASE & USAGE CHARGE FY26	3443009 540330		2026/4	87.60
			1289217	LEASE & USAGE CHARGE FY26	3443010 540330		2026/4	208.24
			1289217	LEASE & USAGE CHARGE FY26	3443001 540550		2026/4	378.03
			1289217	LEASE & USAGE CHARGE FY26	3443006 540550		2026/4	28.24
			1289217	LEASE & USAGE CHARGE FY26	3443009 540550		2026/4	5.17
			1289217	LEASE & USAGE CHARGE FY26	3443010 540550		2026/4	67.79
			1289217	LEASE & USAGE CHARGE FY26	3443001 560230		2026/4	8.69
			1289217	LEASE & USAGE CHARGE FY26	3443006 560230		2026/4	2.13
			1289217	LEASE & USAGE CHARGE FY26	3443008 560230		2026/4	4.34
			1289217	LEASE & USAGE CHARGE FY26	3443009 560230		2026/4	2.13
			1289217	LEASE & USAGE CHARGE FY26	3443010 560230		2026/4	2.13
				Total For Check #	333296			2,660.36
10/09/2025	333297	2133 JIM NORTON CHEVROLET	372689	unit 1427- brian gaynor	3443001 540200		2026/4	136.00
				Total For Check #	333297			136.00
10/09/2025	333302	3876 KRISTI WITTLICH	SEPT 30, 2025	Pro Services Veterinary Consult 9/3-22/2025	3443009 530870		2026/4	515.00
				Total For Check #	333302			515.00
10/09/2025	333304	1954 LEADSONLINE LLC	420950	420950 SEPT 15, 2025	3443001 540550		2026/4	17,184.00
				Total For Check #	333304			17,184.00
10/09/2025	333306	614 LIGHTING INC/BROKEN ARROW	S3402061.001	BLANKET PO FOR MISC. LIGHTING	3443001 560180		2026/4	480.00

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					Total For Check # 333306			480.00
10/09/2025	333308	2355 LOCKEDINRN	09262025	Visiting Nurse	3443008 530870		2026/4	307.08
					Total For Check # 333308			307.08
10/09/2025	333314	143 MURRAY WOMBLE INC	INV004037	Training Center Phase 3 wall pad installation	3443001 540280		2026/4	6,930.00
					Total For Check # 333314			6,930.00
10/09/2025	333317	25 NAPA AUTO PARTS	019878	2413	3443001 560230		2026/4	3.17
			019883	7060	3443001 560200		2026/4	4.25
			019883	5W20BULK	3443001 560210		2026/4	21.42
			019883	20811	3443001 560210		2026/4	23.61
			019883	115	3443001 560210		2026/4	14.44
			019884	7060	3443001 560200		2026/4	4.25
			019884	3157NAN	3443001 560200		2026/4	1.20
			019884	5W20BULK	3443001 560210		2026/4	21.42
			019884	20811	3443001 560210		2026/4	23.61
			019884	115	3443001 560210		2026/4	14.44
			019886	6022864	3443001 560200		2026/4	76.43
			019895	7502	3443001 560200		2026/4	4.25
			019895	4068	3443001 560200		2026/4	5.32
			019895	6935	3443001 560200		2026/4	9.55
			019895	6026PP	3443001 560200		2026/4	12.21
			019895	6022PP	3443001 560200		2026/4	10.38
			019895	20811	3443001 560210		2026/4	23.61
			019895	115	3443001 560210		2026/4	14.44
			019895	5W20BULK	3443001 560210		2026/4	18.36
			019896	2708XA	3443001 560200		2026/4	-55.00
			019896	2708XB	3443001 560200		2026/4	-55.00
			019914	7502	3443001 560200		2026/4	4.25
			019914	20811	3443001 560210		2026/4	23.61
			019914	115	3443001 560210		2026/4	14.44
			019914	5W30BULK	3443001 560210		2026/4	24.24
			019845	100255	3443001 560200		2026/4	4.25
			019845	8449AAA	3443001 560200		2026/4	129.51
			019845	8449AAA	3443001 560200		2026/4	18.00
			019845	8449AAA	3443001 560200		2026/4	-18.00
			019845	0W20BULK	3443001 560210		2026/4	30.80

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			019845	20811		3443001 560210		2026/4	23.61
			019845	115		3443001 560210		2026/4	14.44
			019847	48880508		3443001 560200		2026/4	112.18
			019847	2708XA		3443001 560200		2026/4	58.60
			019847	2708XA		3443001 560200		2026/4	55.00
			019847	2708XB		3443001 560200		2026/4	58.60
			019847	2708XB		3443001 560200		2026/4	55.00
			019847	610034		3443001 560200		2026/4	30.81
			019847	610033		3443001 560200		2026/4	30.81
			019847	FT8528		3443001 560200		2026/4	61.49
			019860	RTU1DEX		3443001 560210		2026/4	9.30
			019872	947123		3443001 560200		2026/4	113.50
			019875	2413		3443001 560230		2026/4	3.17
						Total For Check # 333317			1,053.97
10/09/2025	333321	98 OKLAHOMA NATURAL GAS CO	267746591 09262025	213955901 2677465 91 09/26/2025		3443001 550240		2026/4	192.60
			267746591 09262025	213955901 2677465 91 09/26/2025		3443001 550240		2026/4	39.82
			267746591 09262025	213955901 2677465 91 09/26/2025		3443001 550240		2026/4	249.99
						Total For Check # 333321			482.41
10/09/2025	333343	4931 HOWARD DCIII LLC	440491	unit # 1939		3443001 540200		2026/4	132.00
						Total For Check # 333343			132.00
10/09/2025	333347	3306 SSD INTERNATIONAL INC	01241563-0	Restocking of sniper unit ammunition		3443001 560320		2026/4	7,182.50
						Total For Check # 333347			7,182.50
10/09/2025	333353	1089 TRANE COMPANY	315668487	COMMUNICATION BOARD FOR RTU-23		3443001 540070		2026/4	1,677.00
						Total For Check # 333353			1,677.00
10/09/2025	333366	1169 VERIZON	6124092331	6124092331 AUG 22-SEPT 21, 2025		3443001 550540		2026/4	40.01
			6124092331	6124092331 AUG 22-SEPT 21, 2025		3443001 550540		2026/4	40.01
			6124092331	6124092331 AUG 22-SEPT 21, 2025		3443001 550540		2026/4	45.02
						Total For Check # 333366			125.04
10/09/2025	333367	5258 VERSATERM PUBLIC SAFETY	INV41-02209	INV41-02209 SEPT 25, 2025		3443001 540550		2026/4	2,232.79
						Total For Check # 333367			2,232.79
10/09/2025	333372	1095 WINDSTREAM HOLDINGS II LLC	100738908 09032025	FY26 ANNUAL AGREEMENT		3443001 550220		2026/4	5,478.58

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			100429341 10032025	FY26 ANNUAL AGREEMENT	3443001 550220		2026/4	7,066.28
			100738908 10032025	FY26 ANNUAL AGREEMENT	3443001 550220		2026/4	5,484.28
			100429341 09032025	FY26 ANNUAL AGREEMENT	3443001 550220		2026/4	6,961.86
					Total For Check # 333372			24,991.00
						Total For Fund 344		316,784.75
					Number of Invoices For Fund 344			239



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		NAME	INVOICE	DESCRIPTION				
10/02/2025	332980	5505 BRYCE LEIFHEIT	PARAMED25A	PARAMEDIC SCHOOLING REIMB	3453501 530110		2026/4	260.00
					Total For Check # 332980			260.00
10/02/2025	332986	2561 DUSTIN MALLOY	PDR 10152025	PER DIEM FOR RED DOT TRANSITION	3453504 550030		2026/4	68.00
					Total For Check # 332986			68.00
10/02/2025	333023	149 AMERICAN ELECTRIC	027-427-0-6 09182025	FY26 ANNUAL AGREEMENT SINGLES	3453501 550250		2026/4	1,714.04
					Total For Check # 333023			1,714.04
10/02/2025	333025	4935 AMAZON.COM SALES INC	1KTL-DJGT-63YK	Brush traction board and 2 water coolers	3453501 560230		2026/4	142.27
			1G4M-RM3N-7KWH	Dewalt batteries, rivet nuts, drill bit for rivet	3453501 560230		2026/4	14.78
			1G4M-RM3N-7KWH	Dewalt batteries, rivet nuts, drill bit for rivet	3453501 560240		2026/4	358.00
			1VNX-NJQP-913M	Towels and tote boxes	3453501 560230		2026/4	93.99
					Total For Check # 333025			609.04
10/02/2025	333033	885 ATWOOD DISTRIBUTING LP	3629	BLANKET PO SAFETY SHOES & MISC	3453501 560230		2026/4	24.70
					Total For Check # 333033			24.70
10/02/2025	333039	5491 BELFOR USA GROUP INC	2204742	DUCT CLEANING AT CENTRAL FIRE	3453501 540070		2026/4	2,462.06
					Total For Check # 333039			2,462.06
10/02/2025	333046	18 BOUND TREE MEDICAL	85910703	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2026/4	56.70
					Total For Check # 333046			56.70
10/02/2025	333055	37 CINTAS CORPORATION	5292884505	BLANKET PO FOR ALL DEPARTMENT	3453501 560230		2026/4	249.09
					Total For Check # 333055			249.09
10/02/2025	333059	1196 CONRAD FIRE EQUIPMENT INC	586739	586739 09/11/2025	3453501 540200		2026/4	438.69
			586740	UNIT # 1083	3453501 540200		2026/4	30,910.04
					Total For Check # 333059			31,348.73
10/02/2025	333062	882 COX COMMUNICATIONS	076689001 08242025	FY26 ANNUAL AGREEMENT 001 6311	3453501 550540		2026/3	767.89
			076689001 09242025	FY26 ANNUAL AGREEMENT 001 6311	3453501 550540		2026/4	767.89
					Total For Check # 333062			1,535.78
10/02/2025	333067	5121 DELTA FIRE & SAFETY INC.	INVTX25-5275	Bunker Gear Repairs	3453501 540290		2026/4	773.95
					Total For Check # 333067			773.95

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		NAME	INVOICE	DESCRIPTION				
10/02/2025	333075	244 FIRE PROTECTION	292877	292877 09/19/2025	3453503 560280		2026/4	175.00
					Total For Check # 333075			175.00
10/02/2025	333090	798 HENRY SCHEIN INC	46645875	EMS SUPPLIES ACCT 1199339	3453502 560230		2026/4	3,418.76
			47041436	EMS SUPPLIES ACCT 1199339	3453502 560230		2026/4	90.00
			46922590	EMS SUPPLIES ACCT 1199339	3453502 560230		2026/4	707.10
					Total For Check # 333090			4,215.86
10/02/2025	333096	3537 J & J BOWERS LAWN CARE	900125	900125 09/01/2025	3453503 540280		2026/4	450.00
			92125	92125 09/21/2025	3453503 540280		2026/4	450.00
					Total For Check # 333096			900.00
10/02/2025	333098	5131 KEVIN BEHE	14487	CITY COUNCIL 07/14/25	3453501 540070		2026/4	2.79
			14488	CITY COUNCIL 07/14/25	3453501 540070		2026/4	4.65
			14490	CITY COUNCIL 07/14/25	3453501 540070		2026/4	4.65
			14592	CITY COUNCIL 07/14/25	3453501 540070		2026/4	3.72
			14564	CITY COUNCIL 07/14/25	3453501 540070		2026/4	3.72
			14553	CITY COUNCIL 07/14/25	3453501 540070		2026/4	4.65
					Total For Check # 333098			24.18
10/02/2025	333106	1088 LIFE ASSIST INC	1640869	BLANKET PO FOR EMS	3453502 560230		2026/4	105.20
			1640868	BLANKET PO FOR EMS	3453502 560230		2026/4	258.80
					Total For Check # 333106			364.00
10/02/2025	333107	4380 LOCK-DOC INC	050225-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	3453501 560180		2026/4	215.64
					Total For Check # 333107			215.64
10/02/2025	333108	131 LOCKE SUPPLY COMPANY	56550550-00	BLANKET PO FOR PLUMBING &	3453501 560180		2026/4	87.29
					Total For Check # 333108			87.29
10/02/2025	333111	3658 MALLORY SAFETY AND SUPPLY	6256974	BLAHA-44HT 01BK-L Taser holder X2 Duty	3453504 560230		2026/4	64.24
					Total For Check # 333111			64.24
10/02/2025	333115	25 NAPA AUTO PARTS	19691	8008	3453502 560200		2026/4	9.82
			19692	MTP65HD	3453501 560200		2026/4	138.11
			19704	BC3Z9G282E	3453502 560200		2026/4	808.08
			19709	60221B	3453504 560200		2026/4	31.14
			19716	NPB20	3453501 560200		2026/4	16.24

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				019644	7151	3453502 560200		2026/4	15.05
				019644	15W40BULK	3453502 560200		2026/4	47.58
				019644	300458	3453502 560200		2026/4	49.89
				019644	200679	3453502 560200		2026/4	45.38
				019648	789DEF	3453502 560210		2026/4	11.11
				019654	15W40BULK	3453501 560210		2026/4	102.48
				019654	1748XD	3453501 560230		2026/4	33.89
				019654	3604XE	3453501 560230		2026/4	30.99
				019654	3697	3453501 560230		2026/4	12.44
				019654	2413	3453501 560230		2026/4	6.12
				019654	9080XL	3453501 560230		2026/4	15.56
				019655	HDATFBULK	3453502 560200		2026/4	98.42
				019655	4071	3453502 560200		2026/4	10.21
				019655	7740XE	3453502 560200		2026/4	77.79
				019655	7557	3453502 560200		2026/4	13.38
				019655	950011K	3453502 560200		2026/4	31.20
				019671	3604XE	3453501 560200		2026/4	30.99
				019683	3697	3453501 560200		2026/4	12.44
				019687	300458	3453502 560200		2026/4	49.89
				019687	230266	3453502 560200		2026/4	10.91
				019687	200905	3453502 560200		2026/4	20.38
				019687	15W40BULK	3453502 560200		2026/4	54.90
				019687	7151	3453502 560200		2026/4	15.05
						Total For Check # 333115			1,799.44
10/02/2025	333128	4508 C A ASSETS LLC	28386	28386 09/09/2025	3453501 540070			2026/4	135.00
			28409	28409 09/18/2025	3453501 540070			2026/4	284.00
			28394	28394 09/15/2025	3453501 540070			2026/4	1,036.00
					Total For Check # 333128				1,455.00
10/02/2025	333140	5048 SHAMROCK TIRE & AUTO	107-798053	BLANKET PO FOR ALIGNMENTS	3453501 540200			2026/4	15.00
					Total For Check # 333140				15.00
10/02/2025	333147	268 SOUTHERN TIRE MART	3510027384	UNIT # 2250	3453502 560190			2026/4	233.00
					Total For Check # 333147				233.00
10/02/2025	333154	234 STOREY TOWING LLC	59853	59853	3453502 540200			2026/4	290.00
					Total For Check # 333154				290.00

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		NAME	INVOICE	DESCRIPTION				
10/02/2025	333159	55 TULSA AUTO SPRING	W 50166	unit # 1047	3453501 540200		2026/4	1,032.39
					Total For Check # 333159			1,032.39
10/02/2025	333163	5464 GLENDA G. WALLACE	02	INV# 02 09/22/2025	3453501 540290		2026/4	120.00
					Total For Check # 333163			120.00
10/02/2025	333164	949 TULSA WINNELSON COMPANY	644473 01	BLANKET PO MISC. PLUMBING	3453501 560180		2026/4	469.36
					Total For Check # 333164			469.36
10/02/2025	333169	4272 US PACKAGING & WRAPPING	875655	Parts for Sealer (aka shrink tunnel machine)	3453502 560310		2026/4	865.09
					Total For Check # 333169			865.09
10/02/2025	333180	1095 WINDSTREAM HOLDINGS II LLC	101222666 09222025	FY26 ANNUAL AGREEMENT	3453501 550220		2026/4	60.13
					Total For Check # 333180			60.13
10/09/2025	333181	856 AMERICAN FIDELITY	176134	Payroll Run 1 - Warrant 250926	345 218420		2026/3	43.76
			176134	Payroll Run 1 - Warrant 250926	345 218430		2026/3	110.00
					Total For Check # 333181			153.76
10/09/2025	333183	213 CITY OF BROKEN ARROW	176133	Payroll Run 1 - Warrant 250926	345 218160		2026/3	327.06
					Total For Check # 333183			327.06
10/09/2025	333185	4633 COLONIAL LIFE & ACCIDENT	176139	Payroll Run 1 - Warrant 250926	345 218590		2026/3	619.06
					Total For Check # 333185			619.06
10/09/2025	333186	1319 COMMUNITY CARE EAP	173101	Payroll Run 1 - Warrant 250829	345 218560		2026/2	172.96
					Total For Check # 333186			172.96
10/09/2025	333187		176136	Payroll Run 1 - Warrant 250926	345 218560		2026/3	172.04
					Total For Check # 333187			172.04
10/09/2025	333190	2561 DUSTIN MALLOY	PDR 10212025	PER DIEM FOR OKIAAI CONFERENCE	3453504 550030		2026/4	224.40
					Total For Check # 333190			224.40
10/09/2025	333191	1550 GENESIS HEALTH CLUBS	176137	Payroll Run 1 - Warrant 250926	345 218150		2026/3	351.52
					Total For Check # 333191			351.52

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		NAME	INVOICE	DESCRIPTION				
10/09/2025	333192	2348 GUY GAYLOR	PDR 10212025	PER DIEM FOR OKIAAI CONFERENCE	3453504 550030		2026/4	224.40
					Total For Check # 333192			224.40
10/09/2025	333197	1420 JUSTIN SHARP	PDR 10212025	PER DIEM FOR OKIAAI CONFERENCE	3453504 550030		2026/4	224.40
					Total For Check # 333197			224.40
10/09/2025	333200	159 PRE-PAID LEGAL SERVICES,	176132	Payroll Run 1 - Warrant 250926	345 218100		2026/3	222.36
					Total For Check # 333200			222.36
10/09/2025	333223	1987 SURENCY LIFE & HEALTH INS.	176138	Payroll Run 1 - Warrant 250926	345 218460		2026/3	100.75
					Total For Check # 333223			100.75
10/09/2025	333224	5537 SUSANNAH MILLER	TRR SU2025	SUMMER 2025 TUITION REIMB	3453501 530110		2026/4	749.99
					Total For Check # 333224			749.99
10/09/2025	333226	1040 TIMOTHY HEAPS	PDR 10212025	PER DIEM FOR OKIAAI CONFERENCE	3453504 550030		2026/4	224.40
					Total For Check # 333226			224.40
10/09/2025	333228	2114 WILLIAM WILD	PDR 10212025	PER DIEM FOR OKIAAI CONFERENCE	3453504 550030		2026/4	224.40
					Total For Check # 333228			224.40
10/09/2025	333231	149 AMERICAN ELECTRIC	284-103-0-3 09252025	953-284-103-0-3 SEPT 25, 2025	3453501 550250		2026/4	10,151.06
					Total For Check # 333231			10,151.06
10/09/2025	333234	4935 AMAZON.COM SALES INC	1HKY-KTDY-C4T1	ITEM: Flocey 5x7 Picture Frame Glass 2	3453501 560230		2026/4	17.19
			1MXM-1LTW-9RML	Dewalt tools and edger blades	3453501 560230		2026/4	64.58
			1MXM-1LTW-9RML	Dewalt tools and edger blades	3453501 560240		2026/4	514.98
			16C3-91DD-4KTR	Orings and zip bags	3453501 560180		2026/4	11.59
			13QF-QJYY-3PXQ	Towels and tote boxes	3453501 560300		2026/4	493.74
			1WQG-FFXD-F1CY	ITEM: Henoyso 100 Pcs Fire Napkins 6.5	3453503 560230		2026/4	55.95
					Total For Check # 333234			1,158.03
10/09/2025	333236	5180 AMERICAN MEDICAL GAS	3625	BLANKET PO FOR EMS OXYGEN AND	3453503 560230		2026/4	222.00
			3650	BLANKET PO FOR EMS OXYGEN AND	3453502 560230		2026/4	92.00
			3635	BLANKET PO FOR EMS OXYGEN AND	3453502 560230		2026/4	82.00
					Total For Check # 333236			396.00
10/09/2025	333247	18 BOUND TREE MEDICAL	85922878	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2026/4	264.06

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		NAME	INVOICE	DESCRIPTION	G/L NUMBER	YEAR/PERIOD	AMOUNT
					Total For Check # 333247		264.06
10/09/2025	333255	29 CASCO INDUSTRIES INC	276491	Fire Structure boot restock	3453501 560110	2026/4	2,103.00
					Total For Check # 333255		2,103.00
10/09/2025	333258	996 CITY OF BROKEN ARROW	176135	Payroll Run 1 - Warrant 250926	345 218180	2026/3	791.66
			176135	Payroll Run 1 - Warrant 250926	345 218360	2026/3	6,329.06
					Total For Check # 333258		7,120.72
10/09/2025	333261	1391 CLEAN THE UNIFORM CO	52156343	52156343 SEPT 26, 2025	3453501 540330	2026/4	27.35
			52156343	52156343 SEPT 26, 2025	3453501 560300	2026/4	50.00
			52155871	52155871 SEPT 24, 2025	3453501 540330	2026/4	42.01
			52155871	52155871 SEPT 24, 2025	3453501 560300	2026/4	139.50
			52156347	52156347 SEPT 26, 2025	3453501 540330	2026/4	38.38
			52156347	52156347 SEPT 26, 2025	3453501 560300	2026/4	57.50
			52155870	52155870 SEPT 24, 2025	3453501 540330	2026/4	30.78
			52155870	52155870 SEPT 24, 2025	3453501 560300	2026/4	57.00
			52156348	52156348 SEPT 26, 2025	3453501 540330	2026/4	38.72
			52156348	52156348 SEPT 26, 2025	3453501 560300	2026/4	52.00
			52155251	52155251 SEPT 19, 2025	3453501 540330	2026/4	30.54
			52155251	52155251 SEPT 19, 2025	3453501 560300	2026/4	15.68
					Total For Check # 333261		579.46
10/09/2025	333269	4957 DIGITECH COMPUTER LLC	618000797	618000797 SEPT 26, 2025	3453502 540280	2026/4	21,442.39
					Total For Check # 333269		21,442.39
10/09/2025	333272	1552 EMS TECHNOLOGY SOLUTIONS	72965	72965 OCT 1, 2025	3453502 540550	2026/4	1,706.00
					Total For Check # 333272		1,706.00
10/09/2025	333282	5026 DALE GRAHAM	284	284 SEPT 24, 2025	3453501 540290	2026/4	150.00
			285	285 SEPT 30, 2025	3453501 540290	2026/4	210.00
					Total For Check # 333282		360.00
10/09/2025	333283	76 GRAINGER	9652494700	Battery charger station 7	3453501 560240	2026/4	277.16
					Total For Check # 333283		277.16
10/09/2025	333286	798 HENRY SCHEIN INC	47343666	EMS SUPPLIES ACCT 1199339	3453502 560230	2026/4	150.00
					Total For Check # 333286		150.00



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		NAME	INVOICE	DESCRIPTION	G/L NUMBER	YEAR/PERIOD	AMOUNT
10/09/2025	333293	4736 DUSTIN MANLY	10000995	10000995 SEPT 30, 2025	3453501 540070	2026/4	186.50
					Total For Check # 333293		186.50
10/09/2025	333295	3537 J & J BOWERS LAWN CARE	92825	92825 SEPT 28, 2025	3453503 540280	2026/4	450.00
					Total For Check # 333295		450.00
10/09/2025	333296	23 J D YOUNG COMPANY INC	1294680	10/2025 LEASE & 9/2025 USAGE	3453501 540330	2026/4	279.57
			1294680	10/2025 LEASE & 9/2025 USAGE	3453501 540550	2026/4	148.45
			1294680	10/2025 LEASE & 9/2025 USAGE	3453501 560230	2026/4	5.79
			1289217	LEASE & USAGE CHARGE FY26	3453501 540330	2026/4	279.57
			1289217	LEASE & USAGE CHARGE FY26	3453501 540550	2026/4	161.97
			1289217	LEASE & USAGE CHARGE FY26	3453501 560230	2026/4	6.48
					Total For Check # 333296		881.83
10/09/2025	333305	1088 LIFE ASSIST INC	1641577	BLANKET PO FOR EMS	3453502 560230	2026/4	532.50
			1642863	BLANKET PO FOR EMS	3453502 560230	2026/4	3,409.10
					Total For Check # 333305		3,941.60
10/09/2025	333315	2621 MYHEALTH ACCESS NETWORK	15008	15008 OCT 1, 2025	3453502 540550	2026/4	420.00
					Total For Check # 333315		420.00
10/09/2025	333316	888 NAFECO	1371232	Seek Thermal Camera Lanyard	3453501 560230	2026/4	288.62
					Total For Check # 333316		288.62
10/09/2025	333317	25 NAPA AUTO PARTS	019887	F013868	3453503 560190	2026/4	386.56
			019890	0915520120	3453502 560200	2026/4	396.57
			019891	38137	3453502 560200	2026/4	29.59
			019894	1085	3453501 560200	2026/4	4.25
			019894	6298	3453501 560200	2026/4	12.90
			019894	122319	3453501 560210	2026/4	49.98
			019903	508391	3453502 560200	2026/4	32.01
			019907	7151	3453501 560200	2026/4	15.05
			019907	300458	3453501 560200	2026/4	49.89
			019907	230266	3453501 560200	2026/4	10.91
			019907	200905	3453501 560200	2026/4	20.38
			019907	15W40BULK	3453501 560210	2026/4	47.58
			019910	F248426	3453502 560190	2026/4	920.34

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		NAME	INVOICE	DESCRIPTION				
			019915	MT27	3453501 560200		2026/4	186.44
			019861	690404S	3453501 560200		2026/4	12.96
			019862	690404S	3453501 560200		2026/4	-12.96
			019864	DLS75IQ4	3453501 560200		2026/4	543.66
			019864		3453501 560200		2026/4	4.99
					Total For Check # 333317			2,711.10
10/09/2025	333320	4349 OKIE PACKAGING &	319393BO	BLANKET ORDER FOR BLANKET PO	3453502 560230		2026/4	189.14
			319743BO1	BLANKET ORDER FOR BLANKET PO	3453502 560230		2026/4	138.96
			319743BO	BLANKET ORDER FOR BLANKET PO	3453502 560230		2026/4	301.60
					Total For Check # 333320			629.70
10/09/2025	333321	98 OKLAHOMA NATURAL GAS CO	267746591 09262025	213955901 2677465 91 09/26/2025	3453501 550240		2026/4	185.27
			267746591 09262025	213955901 2677465 91 09/26/2025	3453501 550240		2026/4	264.86
			267746591 09262025	213955901 2677465 91 09/26/2025	3453501 550240		2026/4	257.66
			267746591 09262025	213955901 2677465 91 09/26/2025	3453501 550240		2026/4	230.53
			267746591 09262025	213955901 2677465 91 09/26/2025	3453501 550240		2026/4	231.39
			267746591 09262025	213955901 2677465 91 09/26/2025	3453501 550240		2026/4	280.07
			267746591 09262025	213955901 2677465 91 09/26/2025	3453501 550240		2026/4	245.59
					Total For Check # 333321			1,695.37
10/09/2025	333323	483 OKLAHOMA STATE UNIVERSITY	08349-2025	08349-2025 SEPT 2, 2025	3453502 530110		2026/4	76.00
					Total For Check # 333323			76.00
10/09/2025	333324		0100259	0100259 AUG 1, 2025	3453503 530110		2026/4	800.00
			0099387	0099387 SEPT 25, 2025	3453503 530110		2026/4	1,200.00
					Total For Check # 333324			2,000.00
10/09/2025	333337	1229 SAINT FRANCIS HOSPITAL	09/30/2025	SEPT 30, 2025	3453501 530020		2026/4	3,803.35
					Total For Check # 333337			3,803.35
10/09/2025	333350	2712 STONEY CREEK CONFERENCE	07182025	JULY 18, 2025 DEPOSIT FOR BAFD	3453501 550890		2026/4	2,000.00
					Total For Check # 333350			2,000.00
10/09/2025	333372	1095 WINDSTREAM HOLDINGS II LLC	101197628 10012025	FY26 ANNUAL AGREEMENT	3453501 550220		2026/4	66.10
			101197624 10012025	FY26 ANNUAL AGREEMENT	3453501 550220		2026/4	72.40
					Total For Check # 333372			138.50

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		NAME	INVOICE	DESCRIPTION				
Total For Fund 345								120,409.66
Number of Invoices For Fund 345								166

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		NAME	INVOICE	DESCRIPTION				
10/02/2025	333121	49 OKLAHOMA DEPT OF PUBLIC	LET-020539	LET-020539 09/22/2025	3461800 [540550]		2026/4	2,000.00
					Total For Check # 333121			2,000.00
					Total For Fund 346			2,000.00
					Number of Invoices For Fund 346			1

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		NAME	INVOICE	DESCRIPTION				
10/09/2025	333339	1263 SELSER SCHAEFER	2508792	Public Safety Complex II 191711	5921700 [570160]	191711	2026/4	1,617.85
					Total For Check # 333339			1,617.85
					Total For Fund 592			1,617.85
					Number of Invoices For Fund 592			1

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Fund 593

CHECK DATE	CHECK #	VENDOR				G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION					
10/01/2025	332974	448 TULSA COUNTY COURT CLERK	CJ-2025-2139	ST2031 PARCEL 8.0 & 8.A	5935300 [570080]	ST2031	2026/4	430,770.00	
					Total For Check #	332974		430,770.00	
10/02/2025	333022	2243 ADVANCED WORKZONE	0034413-IN	0034413-IN 07/21/2025	5935300 [570150]	ST26210	2026/4	1,395.00	
					Total For Check #	333022		1,395.00	
10/02/2025	333040	4392 BETTY JO CAGLE	20250801	20250801 08/21/2025	5935300 [570080]	ST21390	2026/4	19,600.00	
			20250901	20250901 SEPT 23, 2025	5935300 [570080]	ST21390	2026/4	5,600.00	
					Total For Check #	333040		25,200.00	
10/02/2025	333076	3689 FREESE AND NICHOLS INC	0001390968	SW24070 Aspen Retaining Wal	5935305 [570160]	SW25070	2026/4	9,474.70	
					Total For Check #	333076		9,474.70	
10/02/2025	333080	1256 GEODECA LLC	2507051	Harp Blvd. SW25130	5935305 [570160]	SW25130	2026/4	5,100.00	
					Total For Check #	333080		5,100.00	
10/02/2025	333100	2004 KIMLEY-HORN & ASSOCIATES	064598219-0825	ST35310 Carriage Crossing Rehab	5935300 [570160]	ST25310	2026/4	962.50	
					Total For Check #	333100		962.50	
10/02/2025	333112	5383 MAMMOTH SPORTS	PA 1 2460360	Nienhuis Football Turf Fields	5936000 [570150]	2460360	2026/4	870,387.32	
					Total For Check #	333112		870,387.32	
10/09/2025	333281	5010 GOBER CONSTRUCTION LLC	PA 4 ST23030	Concrete Panel Replacement-Turtle Creek	5935300 [570150]	ST23030	2026/4	51,381.50	
					Total For Check #	333281		51,381.50	
10/09/2025	333322	4226 FOSMF LLC	22506	30" storm grate-Matt Duran	5935305 [570150]	SW24060	2026/4	404.00	
					Total For Check #	333322		404.00	
10/09/2025	333339	1263 SELSER SCHAEFER	2508794	Operations Center Admin Building 2317210	5931700 [570160]	2317210	2026/4	15,550.00	
			2508793	Jail Expansion Renovation Prof Agreement	5933008 [570160]	203019	2026/4	32,033.05	
					Total For Check #	333339		47,583.05	
					Total For Fund	593		1,442,658.07	
					Number of Invoices For Fund	593		12	

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
10/09/2025	333373	2518 WORKER'S COMPENSATION	SEPT 25, 2025	SEPT 25, 2025 PAYMENT SUMMARY	6601700 530870		2026/4	20.00
			SEPT 25, 2025	SEPT 25, 2025 PAYMENT SUMMARY	6601700 530880		2026/4	2,541.40
			SEPT 25, 2025	SEPT 25, 2025 PAYMENT SUMMARY	6601700 530880		2026/4	-31.39
			SEPT 25, 2025	SEPT 25, 2025 PAYMENT SUMMARY	6601700 550900		2026/4	269.40
					Total For Check # 333373			2,799.41
					Total For Fund 660			2,799.41
					Number of Invoices For Fund 660			4

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Fund 661

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
10/09/2025	333191	1550 GENESIS HEALTH CLUBS	176137	Payroll Run 1 - Warrant 250926	6611700 530890		2026/3	27.04
					Total For Check # 333191			27.04
10/09/2025	333200	159 PRE-PAID LEGAL SERVICES,	176132	Payroll Run 1 - Warrant 250926	6611700 530890		2026/3	24.90
					Total For Check # 333200			24.90
10/09/2025	333223	1987 SURENCY LIFE & HEALTH INS.	176138	Payroll Run 1 - Warrant 250926	6611700 530890		2026/3	3.25
					Total For Check # 333223			3.25
10/09/2025	333326	4223 PERSONIFY HEALTH	09172025	09172025 SEPT 2025 S2907	6611700 530870		2026/4	118,239.52
					Total For Check # 333326			118,239.52
10/09/2025	333332	4728 REMEDY HEALTH, PLLC	84100	84100 OCT 2025	6611700 530890		2026/4	58,140.00
					Total For Check # 333332			58,140.00
10/09/2025	333369	3769 VIRTIA MEDICAL PC	INV00131926	INV00131926 AUG 31, 2025	6611700 530870		2026/4	5,206.00
					Total For Check # 333369			5,206.00
Total For Fund 661								181,640.71
Number of Invoices For Fund 661								6



Check Date	Check #	Vendor			G/L Number	Project	Year/Period	Amount
		Name	Invoice	Description				
10/09/2025	333242	16 BANK OF OKLAHOMA	12MBAGOB2012 11/25	GO BONDS 2012 12MBAGOB2012 11/25	7707000 580010		2026/4	630,000.00
			12MBAGOB2012 11/25	GO BONDS 2012 12MBAGOB2012 11/25	7707000 580020		2026/4	58,177.50
			12MBAGOB2012 11/25	GO BONDS 2012 12MBAGOB2012 11/25	7707000 580030		2026/4	300.00
			BAOKGO2023 11/25	GO BOND 2023 BAOKGO2023 11/25	7707000 580010		2026/4	1,840,000.00
			BAOKGO2023 11/25	GO BOND 2023 BAOKGO2023 11/25	7707000 580020		2026/4	764,500.00
			BAOKGO2023 11/25	GO BOND 2023 BAOKGO2023 11/25	7707000 580030		2026/4	300.00
			BROKARROK18A	GO BONDS 2018A BROKARROK18A	7707000 580020		2026/4	210,918.77
			BROKARROK18A	GO BONDS 2018A BROKARROK18A	7707000 580030		2026/4	600.00
					Total For Check # 333242			3,504,796.27
					Total For Fund 770			3,504,796.27
					Number of Invoices For Fund 770			8

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Fund 882

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
10/02/2025	333011	999907 OTP - COURT REFUNDS	0000763		882 201020		2026/3	70.00
					Total For Check # 333011			70.00
10/02/2025	333012		0000765		882 201020		2026/3	140.00
					Total For Check # 333012			140.00
10/02/2025	333013		0000764		882 201020		2026/3	120.00
					Total For Check # 333013			120.00
10/02/2025	333014		0000766		882 201020		2026/3	70.00
					Total For Check # 333014			70.00
10/09/2025	333184	183 CLEET	SEPTEMBER 2025	TOWN & MUNICIPAL COURT REPORT	882 290305		2026/4	2,897.50
					Total For Check # 333184			2,897.50
10/09/2025	333205	353 OKLAHOMA BUREAU OF	SEPTEMBER 2025	MUNICIPAL COURT REPORT-DRUG	882 290311		2026/4	32.00
					Total For Check # 333205			32.00
10/09/2025	333207	835 STATE OF OKLAHOMA	SEPTEMBER 2025	MUNICIPAL COURT REPORT FOR SEPT	882 290305		2026/4	5,696.60
					Total For Check # 333207			5,696.60
10/09/2025	333213	999907 OTP - COURT REFUNDS	0000793		882 201020		2026/4	100.00
					Total For Check # 333213			100.00
10/09/2025	333215		0000736		882 201020		2026/3	170.00
					Total For Check # 333215			170.00
10/09/2025	333216		0000792		882 201020		2026/4	570.00
					Total For Check # 333216			570.00
Total For Fund 882								9,866.10
Number of Invoices For Fund 882								10



City of Broken Arrow

Request for Action

File #: 25-1454, **Version:** 1

Broken Arrow City Council
Meeting of: 10/21/2025

Title:

Presentation of the results of the micro-survey about the Potential Proposition to Fund Improvements to Public Sports Facilities in Broken Arrow

Background:

On Sept. 22, 2025, the city launched a survey asking citizens to provide feedback on a potential 8th proposition being considered for placement on the ballot of the 2026 General Obligation Bond Election.

The potential 8th proposition explores the idea of including approximately \$52 million dollars of improvements to Broken Arrow sports facilities where youth and adult organizations participate in athletic programs like soccer, fast-pitch softball, baseball, football, and lacrosse. It would also include general infrastructure improvements to the internal roadway, parking lots, and lighting at Indian Springs Sports Complex. Broken Arrow is being passed over by other cities as an option to host tournaments for our youth sports organizations. These tournaments draw in teams from other cities and states and are an economic driver through their support of local businesses, restaurants, and hotels in Broken Arrow. The improvements would align the city's public sports facilities with facilities in other cities, and position Broken Arrow as an attractive destination for tournament organizers.

The potential 8th proposition would ask voters to approve or deny a temporary, five (5) year sales tax increase of half of one cent to be dedicated to these athletic facility improvements. If the proposition moves forward to appear on the ballot, and if approved by voters, the temporary sales tax increase would expire after five (5) years.

The survey closed on Oct. 13, 2025, after being available to citizens for three weeks.

Cost: \$0

Funding Source: N/A

Requested By: Aaron McColloch, Communications Director

Approved By: City Manager's Office

Attachments: None

Recommendation:

No action required



City of Broken Arrow

Request for Action

File #: 25-278, Version: 1

**Broken Arrow City Council
Meeting of: 10-21-2025**

Title:

Update on the 2026 General Obligation Bond Package

Background:

The purpose of this item is to provide the City Manager and staff the opportunity to discuss certain aspects and updates on the upcoming 2026 General Obligation Bond package with City Council.

Cost: \$0

Funding Source: Source

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:

Information only.



City of Broken Arrow

Request for Action

File #: 25-1395, **Version:** 1

Broken Arrow City Council
Meeting of: 10/21/2024

Title:

Consideration, discussion, and possible approval of one voting delegate and one alternate voting delegate for the National League of Cities Annual Business Meeting held on Saturday, November 22, 2025

Background:

The National League of Cities requires member cities to designate one voting delegate and one alternate to vote on business matters at the annual business meeting.

Historically, Council has appointed the Mayor, Vice Mayor or City Manager to the delegate position; however, any official may be designated. The City Manager will not be attending the business meeting.

This year's National League of Cities Annual Business Meeting is scheduled for Saturday, November 22, 2025.

Cost: \$0

Funding Source: N/A

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:

Approve designating one voting delegate and one alternate voting delegate for the National League of Cities Annual Business Meeting held on Saturday, November 22, 2025.



City of Broken Arrow

Request for Action

File #: 25-1496, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Consideration, discussion, and possible appointment of two Council members for a subcommittee on the project Municipal Services Administration Building (Project No. 2417170)

Background:

As the next design phase kicks off for the new Municipal Services Administration Building, there will be key milestones to provide insight from the Council's representatives via a Sub committee that will work together with staff and the design team.

The Council Subcommittee's goals would be to provide direction on key areas for the new facility including the following:

- Main entry/lobby
- Council Chambers and adjacent spaces near the Chamber
- Main Street Exterior Aesthetic
- General material selection

The time commitment for this subcommittee will meet an estimated of 3-5 times during the design process over the next year.

Cost: \$0

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: N/A

Recommendation:

Appoint of two Council members for a subcommittee on the project Municipal Services Administration Building (Project No. 2417170)



City of Broken Arrow

Request for Action

File #: 25-1457, Version: 1

**Broken Arrow City Council
Meeting of: 10/21/2025**

Title:

Consideration, discussion, and possible approval of Resolution No. 1711, a Resolution fixing the amount of General Obligation Bonds, Series 2025A to mature each year; fixing the time and place the bonds are to be sold; designating a Paying Agent/Registrar and Disclosure Counsel; approving the Preliminary Official Statement and distribution thereof; and authorizing the Clerk to give notice of said sale as required by law and fixing other details of the issue

Background:

On August 28, 2018, an election was held for the purpose of submitting to the voters the question of issuance of general obligation bonds and the following amount were approved at said election. (i) \$142,625,000 to provide funds for the purpose of constructing and repairing streets within the City; (ii) \$20,350,000 to provide funds for the purpose of purchasing, constructing and repairing public safety utilities within the City; (iii) \$17,750,000 to provide funds for the purpose of purchasing, constructing, and repairing parks and recreation utilities of the City; (iv) \$16,800,000 to provide funds for the purpose of purchasing, constructing, furnishing and equipping public buildings; (v) \$7,500,000 for the purpose of constructing, reconstructing and repairing stormwater facilities; and (vi) \$5,500,000 for the purpose of drainage improvements to property exclusively owned or in part by said City

The 2025A Bonds will be the tenth series sold from the 2018 bond election, which will include \$13,705,000 from proposition 1 (Streets), and \$795,000 from proposition #5 (stormwater). The bonds will have a term of 20 years. A detailed list of the projects is attached.

Cost: Estimate \$130,000

Funding Source: Proceeds from Sale

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Resolution No. 1711, Notice of Sale, and list of projects

Recommendation:

Approve Resolution No. 1711 and authorize its execution

NOTICE OF SALE OF 2025A BONDS

In accordance with Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, notice is hereby given that the City of Broken Arrow, Oklahoma, will receive bids by sealed bid, facsimile bid, electronic (Parity®) bid or similar secure electronic bid on the 17th day of November, 2025, at 11:00 A.M., Central Time, in the Council Chambers at City Hall located at 220 S. First Street, Broken Arrow, Oklahoma, 74012, for the sale of \$14,500,000 General Obligation Bonds, Series 2025A of said City, which Bonds will mature as follows: \$760,000 on December 1, 2027, and \$760,000 annually each year thereafter until paid, except the final maturity shall be in the amount of \$820,000. The City Council intends to convene on said date to consider the bids and take action to award the Bonds; the City Council is presently scheduled to convene at 6:30 o'clock, P.M. on November 17, 2025, in the Council Chambers at the Municipal Building located at 220 S. First Street, Broken Arrow, Oklahoma, 74012, provided, however, the City Council reserves the right to change the location or time of the meeting in a manner consistent with the Oklahoma Open Meetings Act, and provided further, the City Council reserves the right to convene said meeting as a video and/or teleconference, as permitted under the Oklahoma Open Meetings Act.

Said Bonds shall be sold to the bidder bidding the lowest true interest cost the Bonds shall bear, and agreeing to pay par and accrued interest for the Bonds. The lowest true interest cost will be calculated by doubling the semi-annual interest rate necessary to discount the debt service on the Bonds to the price bid for the Bonds. The date from which the annual true interest rate will be calculated is December 1, 2025. Each bidder shall submit with the bid a sum in cash, cashier's check, surety bond or similar security undertaking as stipulated by the City, payable to the Treasurer of the City, equal to two (2%) percent of the par value of the Bonds, or \$290,000.00. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such bond in the State of Oklahoma, and such bond must be submitted to the City or the Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. All bids must comply with the parameters set forth in the Notice of Sale and Instructions to Bidders, a copy of which may be obtained by contacting the City's Financial Advisor (Municipal Finance Services, Inc., c/o Jericah Dawson (405) 340-1727 or jericahdawson@mfsok.com). The City reserves the right to reject all bids.

WITNESS my official hand and the seal of said City this 21st day of October, 2025.

(SEAL)

City Clerk

Fiscal Year 2026 PROPOSED BOND SALE

PROPOSITION #1

IMPROVEMENTS 9TH STREET AND KENOSHA	CONSTRUCTION	1,760,000
INTERESECTION 9TH AND HILLSIDE DRIVE	CONSTRUCTION	1,520,000
WIDEN 9TH STREET FROM WASHINGTON TO NEW ORLEANS	CONSTRUCTION	4,160,000
REHAB RESIDENTIAL STREET	DESIGN	300,000
REHAB RESIDENTIAL STREET	CONSTRUCTION	3,515,000
DALLAS ST REAHABILATION	DESIGN	140,000
DALLAS ST REAHABILATION	ROW	200,000
DALLAS ST REAHABILATION	CONSTRUCTION	1,360,000
OLD TOWN(KENOSHA TO HOUSTON/ELM TO 9TH)	DESIGN	40,000
OLD TOWN(KENOSHA TO HOUSTON/ELM TO 9TH)	ROW	60,000
OLD TOWN(KENOSHA TO HOUSTON/ELM TO 9TH)	CONSTRUCTION	400,000
SIDEWALK IMPROVEMENTS	DESIGN	10,000
SIDEWALK IMPROVEMENTS	ROW	10,000
SIDEWALK IMPROVEMENTS	CONSTRUCTION	230,000

TOTAL TRANSPORTATION

\$13,705,000

PROPOSITION #5 STORMWATER

LANCASTER PARK DETENTION FACILTIY	DESIGN	40,000
TIGER CREEK NATURE PARK AND TIGER CREEK	DESIGN	30,000
TIGER CREEK NATURE PARK AND TIGER CREEK	CONSTRUCTION	345,000
SHOPS AT ADAMS CREEK	DESIGN	10,000
SHOPS AT ADAMS CREEK	CONSTRUCTION	115,000
BRIDGE REPLACEMENT	DESIGN	40,000
BRIDGE REPLACEMENT	ROW	30,000
BRIDGE REPLACEMENT	CONSTRUCTION	185,000

TOTAL STORMWATER

\$795,000

Prop #6

ADAMS CREEK BASIN	DESIGN	30,000
ADAMS CREEK BASIN	CONSTRUCTION	345,000

BROKEN ARROW CREEK BASIN	DESIGN	30,000
BROKEN ARROW CREEK BASIN	CONSTRUCTION	345,000
HAIKEY CREEK BASIN	DESIGN	30,000
HAIKEY CREEK BASIN	CONSTRUCTION	345,000
ELM OR ASPEN CREEK BASIN	DESIGN	20,000
ELM OR ASPEN CREEK BASIN	CONSTRUCTION	205,000
ADAMS CREEK BASIN-IMPROVEMENTS	DESIGN	70,000
ADAMS CREEK BASIN-IMPROVEMENTS	CONSTRUCTION	330,000
DRAINAGE IMPROVEMENTS BROKEN ARROW CREEK BASIN	DESIGN	50,000
DRAINAGE IMPROVEMENTS BROKEN ARROW CREEK BASIN	CONSTRUCTION	350,000
Drainage Improvements in Haikey Creek Basin	DESIGN	40,000
Drainage Improvements in Haikey Creek Basin	CONSTRUCTION	260,000
Drainage Improvements in Elm or Aspen Creek Basin	DESIGN	10,000
Drainage Improvements in Elm or Aspen Creek Basin	CONSTRUCTION	40,000

\$2,500,000

TOTAL GO BOND PROJECT FY 26-27

\$17,000,000

RESOLUTION AUTHORIZING SALE OF 2025A BONDS

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 MAYOR AND THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE BROKEN ARROW MUNICIPAL BUILDING LOCATED AT 220 SOUTH FIRST STREET IN SAID CITY ON THE 21ST DAY OF OCTOBER, 2025, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2025 having been given in writing to the City Clerk of said City at 4:00 o'clock p.m. on November 20, 2024, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of October, 2025, by posting on the City's Internet website (www.brokenarrowok.gov) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced the proposed municipal resolution set forth hereinbelow, which was read by title by the Clerk or Deputy Clerk and upon motion by Council Member _____ and seconded by Council Member _____.

AYE:

NAY:

The Resolution was thereupon signed by the Mayor or Vice Mayor, attested by the City Clerk or Deputy Clerk, sealed with the seal of said municipality, and is as follows:

[Resolution No. ____ begins on following page]

RESOLUTION NO. 1711

A RESOLUTION FIXING THE AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2025A TO MATURE EACH YEAR; FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD; DESIGNATING A PAYING AGENT/REGISTRAR AND DISCLOSURE COUNSEL; APPROVING THE PRELIMINARY OFFICIAL STATEMENT AND DISTRIBUTION THEREOF; AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW AND FIXING OTHER DETAILS OF THE ISSUE.

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held in the City of Broken Arrow, Oklahoma (the “City”), for the purpose of submitting to the registered qualified electors of such City as Proposition No. 1, the question of the issuance of the bonds of said municipality in the amount of \$142,625,000 pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of constructing, reconstructing and repairing streets (referred to herein as the “Street Bonds”); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Tulsa County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered, qualified electors of said City 16,343 votes, of which 12,130 were in favor of and 4,213 were against the issuance of said Street Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 1 cast their ballots in favor of the issuance of said Street Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held in the City for the purpose of submitting to the registered qualified electors of such City as Proposition No. 2, the question of the issuance of the bonds of said municipality in the amount of \$20,350,000 pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of purchasing, constructing, and repairing public safety utilities to be owned exclusively by said City (referred to herein as the “Public Safety Facilities Bonds”); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Tulsa County, Oklahoma, at said election there were cast on Proposition No. 2 by the registered, qualified electors of said City 16,314 votes, of which 11,600 were in favor of and 4,714 were against the issuance of said Public Safety Facilities Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 2 cast their ballots in favor of the issuance of said Public Safety Facilities Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held in the City for the purpose of submitting to the registered qualified electors of such City as Proposition No. 3, the question of the issuance of the bonds of said municipality in the amount of \$17,750,000 pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of purchasing, constructing and repairing parks and recreation

facilities to be owned exclusively by said City (referred to herein as the “Parks and Recreation Facilities Bonds”); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Tulsa County, Oklahoma, at said election there were cast on Proposition No. 3 by the registered, qualified electors of said City 16,327 votes, of which 11,164 were in favor of and 5,163 were against the issuance of said Parks and Recreation Facilities Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 3 cast their ballots in favor of the issuance of said Parks and Recreation Facilities Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held in the City for the purpose of submitting to the registered qualified electors of such City as Proposition No. 4, the question of the issuance of the bonds of said municipality in the amount of \$16,800,000 pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of purchasing land and constructing, furnishing and equipping public buildings and facilities to be owned exclusively by said City (referred to herein as the “Municipal Facilities Bonds”); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Tulsa County, Oklahoma, at said election there were cast on Proposition No. 4 by the registered, qualified electors of said City 15,379 votes, of which 9,573 were in favor of and 5,806 were against the issuance of said Municipal Facilities Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 4 cast their ballots in favor of the issuance of said Municipal Facilities Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held in the City for the purpose of submitting to the registered qualified electors of such City as Proposition No. 5, the question of the issuance of the bonds of said municipality in the amount of \$7,500,000 pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of constructing, reconstructing and repairing stormwater facilities to be owned exclusively by said City (referred to herein as the “Stormwater Bonds”); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Tulsa County, Oklahoma, at said election there were cast on Proposition No. 5 by the registered, qualified electors of said City 15,415 votes, of which 11,536 were in favor of and 3,879 were against the issuance of said Stormwater Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 5 cast their ballots in favor of the issuance of said Stormwater Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, the City previously issued \$5,310,000 of Street Bonds, \$1,500,000 of Parks and Recreational Facilities Bonds, \$3,870,000 of Municipal Facilities Bonds, and \$820,000 of

Stormwater Bonds as part of its \$11,500,000 General Obligation Bonds, Series 2018C dated December 1, 2018; and

WHEREAS, the City previously issued \$13,085,000 of Street Bonds, \$5,760,000 of Public Safety Facilities Bonds, \$2,585,000 of Parks and Recreational Facilities Bonds, \$1,400,000 of Municipal Facilities Bonds, and \$420,000 of Stormwater Bonds as part of its \$23,250,000 General Obligation Bonds, Series 2019A dated December 1, 2019; and

WHEREAS, the City previously issued \$9,670,000 of Street Bonds, \$500,000 of Public Safety Facilities Bonds, \$3,300,000 of Parks and Recreational Facilities Bonds, and \$5,530,000 of Municipal Facilities Bonds as part of its \$19,000,000 General Obligation Bonds, Series 2020B dated December 1, 2020; and

WHEREAS, the City previously issued \$9,150,000 of Street Bonds, \$3,590,000 of Public Safety Facilities Bonds, \$2,700,000 of Parks and Recreational Facilities Bonds, \$3,500,000 of Municipal Facilities Bonds, and \$560,000 of Stormwater Bonds as part of its \$19,500,000 General Obligation Bonds, Series 2021A dated December 1, 2021; and

WHEREAS, the City previously issued \$33,650,000 of Street Bonds, \$750,000 of Public Safety Facilities Bonds, \$890,000 of Parks and Recreational Facilities Bonds, \$2,100,000 of Municipal Facilities Bonds, and \$2,610,000 of Stormwater Bonds as part of its \$40,000,000 General Obligation Bonds, Series 2022 dated September 1, 2022; and

WHEREAS, the City previously issued \$26,080,000 of Street Bonds, \$4,750,000 of Public Safety Facilities Bonds, \$3,120,000 of Parks and Recreational Facilities Bonds, \$400,000 of Municipal Facilities Bonds, and \$650,000 of Stormwater Bonds as part of its \$35,000,000 General Obligation Bonds, Series 2023 dated November 1, 2023; and

WHEREAS, the City previously issued \$19,845,000 of Street Bonds and \$3,655,000 of Parks and Recreational Facilities Bonds as part of its \$23,500,000 General Obligation Bonds, Series 2024 dated November 1, 2024; and

WHEREAS, there is currently authorized, yet unissued, \$25,835,000 of Street Bonds, \$5,000,000 of Public Safety Facilities Bonds, \$0 of Parks and Recreational Facilities Bonds, \$0 of Municipal Facilities Bonds, and \$2,440,000 Stormwater Bonds; and

WHEREAS, the City Council of said City pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, hereby deems it beneficial at the present time to sell and issue \$13,705,000 of Street Bonds and \$795,000 of Stormwater Bonds, and to offer all of said bonds for sale as a combined issue.

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

SECTION 1. That the \$13,705,000 of Street Bonds and \$795,000 of Stormwater Bonds of said municipality voted on the 28th day of August, 2018, shall be combined for purposes of sale as authorized by Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, and shall be

sold at public sale in the aggregate amount of \$14,500,000 and shall be called “General Obligation Bonds, Series 2025A”.

SECTION 2. That the General Obligation Bonds, Series 2025A in the amount of \$14,500,000 of the City of Broken Arrow, Oklahoma (referred to herein as the “Bonds”), shall be offered for sale and bids shall be received in the form of sealed bid, facsimile bid, electronic (Parity®) bid or similar secure electronic bid in the Council Chambers at City Hall on the 17th day of November, 2025 at 11:00 o’clock A.M., Central Time, and that said Bonds shall become due as follows:

\$760,000 on December 1, 2027, and \$760,000 annually each year thereafter until paid, except the final maturity shall be in the amount of \$820,000.

The City Council intends to convene on said date to consider the bids and take action to award the Bonds; the City Council is presently scheduled to convene at 6:30 o’clock, P.M. at said location and date to consider the bids and take action to award the Bonds; provided, however, the City Council reserves the right to change the location or time of the meeting in a manner consistent with the Oklahoma Open Meetings Act, and provided further, the City Council reserves the right to convene said meeting as a video and/or teleconference, as permitted under the Oklahoma Open Meetings Act. The City Council of the City hereby confirms and stipulates that bids for the General Obligation Bonds, Series 2025A shall be made by sealed or electronic bids, that the Bonds shall be sold to the bidder bidding the lowest interest cost, to be determined based on true interest cost, and that each bidder on the Bonds shall submit with its bid a sum in cash, cashier’s check, surety bond or similar security undertaking as stipulated by the City, payable to the Treasurer of the City, equal to two (2%) percent of the par value of the Bonds.

SECTION 3. That BOKF, NA, Tulsa, Oklahoma, is hereby designated as Paying Agent/Registrar for said Bonds and the Mayor or Vice Mayor is authorized to execute an agreement for such services. That Kutak Rock LLP is hereby designated as Disclosure Counsel for said Bonds and the Mayor or Vice Mayor is authorized to execute an agreement for such services.

SECTION 4. The form of Preliminary Official Statement outlining the terms, conditions and security for the Bonds is hereby adopted and approved, and the Mayor or Vice Mayor is authorized to approve any corrections, additions or deletions thereto for and on behalf of the City. Thereupon, the Mayor or Vice Mayor is authorized and directed to execute and deliver the Preliminary Official Statement for and on behalf of the City, and further, the Mayor or Vice Mayor is authorized and directed to execute and deliver for and on behalf of the City a certificate deeming the Preliminary Official Statement to be “final” in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934. Distribution of the Preliminary Official Statement by the Financial Advisor in connection with the sale of the Bonds is hereby expressly authorized; and further, the Mayor or Vice Mayor is authorized and directed to approve, execute and deliver a Final Official Statement or Official Statement for and on behalf of the City upon issuance of the Bonds.

SECTION 5. That the City Clerk is hereby ordered to cause notice of the sale of said Bonds to be given as required by state law.

SECTION 6. The Mayor, Vice Mayor, City Manager, Treasurer, and City Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities related documents or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER, 2025.

CITY OF BROKEN ARROW,
OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, the duly qualified and acting Clerk of the City of Broken Arrow, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution calling for the sale of Bonds adopted by the governing body of said municipality and Transcript of Proceedings of said governing body at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2025 having been given in writing to the City Clerk of said City at 4:00 o'clock p.m. on November 20, 2024, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of October, 2025, by posting on the City's Internet website (www.brokenarrowok.gov) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and seal this 21st day of October, 2025.

(SEAL)

City Clerk



City of Broken Arrow

Request for Action

File #: 25-1458, Version: 1

**Broken Arrow City Council
Meeting of: 10/21/2025**

Title:

Consideration, discussion, and possible approval of Resolution No. 1712, a Resolution fixing the amount of General Obligation Bonds, Series 2025B to mature each year; fixing the time and place the bonds are to be sold; designating a Paying Agent/Registrar and Disclosure Counsel; approving the Preliminary Official Statement and distribution thereof; and authorizing the Clerk to give notice of said sale as required by law and fixing other details of the issue

Background:

On August 28, 2018, an election was held for the purpose of submitting to the voters the question of issuance of general obligation bonds and the following amount were approved at said election. (i) \$142,625,000 to provide funds for the purpose of constructing and repairing streets within the City; (ii) \$20,350,000 to provide funds for the purpose of purchasing, constructing and repairing public safety utilities within the City; (iii) \$17,750,000 to provide funds for the purpose of purchasing, constructing, and repairing parks and recreation utilities of the City; (iv) \$16,800,000 to provide funds for the purpose of purchasing, constructing, furnishing and equipping public buildings; (v) \$7,500,000 for the purpose of constructing, reconstructing and repairing stormwater facilities; and (vi) \$5,500,000 for the purpose of drainage improvements to property exclusively owned or in part by said City

The 2025B Bonds will be the eleventh series sold from the 2018 bond election, which will include \$2,500,000 from proposition 6 (Stormwater). The bonds will have a term of 20 years. A detailed list of the projects is attached.

Cost: Estimate \$65,000

Funding Source: Proceeds from Sale

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Resolution No. 1712 Notice of Sale, and list of projects

Recommendation:

Approve Resolution No. 1712 and authorize its execution

NOTICE OF SALE OF 2025B BONDS

In accordance with Title 62, Oklahoma Statutes 2011, Sections 353 and 354, as amended, notice is hereby given that the City of Broken Arrow, Oklahoma, will receive bids by sealed bid, facsimile bid, electronic (Parity®) bid or similar secure electronic bid on the 17th day of November, 2025, at 11:30 A.M., Central Time, in the Council Chambers at City Hall located at 220 S. First Street, Broken Arrow, Oklahoma, 74012, for the sale of \$2,500,000 General Obligation Bonds, Series 2025B of said City, which Bonds will mature as follows: \$275,000 on December 1, 2027 and \$275,000 annually each year thereafter until paid, except the final maturity shall be in the amount of \$300,000. The City Council intends to convene on said date to consider the bids and take action to award the Bonds; the City Council is presently scheduled to convene at 6:30 o'clock, P.M. on November 17, 2025, in the Council Chambers at the Municipal Building located at 220 S. First Street, Broken Arrow, Oklahoma, 74012, provided, however, the City Council reserves the right to change the location or time of the meeting in a manner consistent with the Oklahoma Open Meetings Act, and provided further, the City Council reserves the right to convene said meeting as a video and/or teleconference, as permitted under the Oklahoma Open Meetings Act.

Said Bonds shall be sold to the bidder bidding the lowest true interest cost the Bonds shall bear, and agreeing to pay par and accrued interest for the Bonds. The lowest true interest cost will be calculated by doubling the semi-annual interest rate necessary to discount the debt service on the Bonds to the price bid for the Bonds. The date from which the annual true interest rate will be calculated is December 1, 2025. Each bidder shall submit with the bid a sum in cash, cashier's check, surety bond or similar security undertaking as stipulated by the City, payable to the Treasurer of the City, equal to two (2%) percent of the par value of the Bonds, or \$50,000.00. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such bond in the State of Oklahoma, and such bond must be submitted to the City or the Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. All bids must comply with the parameters set forth in the Notice of Sale and Instructions to Bidders, a copy of which may be obtained by contacting the City's Financial Advisor (Municipal Finance Services, Inc., c/o Jericah Dawson (405) 340-1727 or jericahdawson@mfsok.com). The City reserves the right to reject all bids.

WITNESS my official hand and the seal of said City this 21st day of October, 2025.

(SEAL)

City Clerk

Fiscal Year 2026 PROPOSED BOND SALE

PROPOSITION #1

IMPROVEMENTS 9TH STREET AND KENOSHA	CONSTRUCTION	1,760,000
INTERESECTION 9TH AND HILLSIDE DRIVE	CONSTRUCTION	1,520,000
WIDEN 9TH STREET FROM WASHINGTON TO NEW ORLEANS	CONSTRUCTION	4,160,000
REHAB RESIDENTIAL STREET	DESIGN	300,000
REHAB RESIDENTIAL STREET	CONSTRUCTION	3,515,000
DALLAS ST REAHABILATION	DESIGN	140,000
DALLAS ST REAHABILATION	ROW	200,000
DALLAS ST REAHABILATION	CONSTRUCTION	1,360,000
OLD TOWN(KENOSHA TO HOUSTON/ELM TO 9TH)	DESIGN	40,000
OLD TOWN(KENOSHA TO HOUSTON/ELM TO 9TH)	ROW	60,000
OLD TOWN(KENOSHA TO HOUSTON/ELM TO 9TH)	CONSTRUCTION	400,000
SIDEWALK IMPROVEMENTS	DESIGN	10,000
SIDEWALK IMPROVEMENTS	ROW	10,000
SIDEWALK IMPROVEMENTS	CONSTRUCTION	230,000

TOTAL TRANSPORTATION

\$13,705,000

PROPOSITION #5 STORMWATER

LANCASTER PARK DETENTION FACILTIY	DESIGN	40,000
TIGER CREEK NATURE PARK AND TIGER CREEK	DESIGN	30,000
TIGER CREEK NATURE PARK AND TIGER CREEK	CONSTRUCTION	345,000
SHOPS AT ADAMS CREEK	DESIGN	10,000
SHOPS AT ADAMS CREEK	CONSTRUCTION	115,000
BRIDGE REPLACEMENT	DESIGN	40,000
BRIDGE REPLACEMENT	ROW	30,000
BRIDGE REPLACEMENT	CONSTRUCTION	185,000

TOTAL STORMWATER

\$795,000

Prop #6

ADAMS CREEK BASIN	DESIGN	30,000
ADAMS CREEK BASIN	CONSTRUCTION	345,000

BROKEN ARROW CREEK BASIN	DESIGN	30,000
BROKEN ARROW CREEK BASIN	CONSTRUCTION	345,000
HAIKEY CREEK BASIN	DESIGN	30,000
HAIKEY CREEK BASIN	CONSTRUCTION	345,000
ELM OR ASPEN CREEK BASIN	DESIGN	20,000
ELM OR ASPEN CREEK BASIN	CONSTRUCTION	205,000
ADAMS CREEK BASIN-IMPROVEMENTS	DESIGN	70,000
ADAMS CREEK BASIN-IMPROVEMENTS	CONSTRUCTION	330,000
DRAINAGE IMPROVEMENTS BROKEN ARROW CREEK BASIN	DESIGN	50,000
DRAINAGE IMPROVEMENTS BROKEN ARROW CREEK BASIN	CONSTRUCTION	350,000
Drainage Improvements in Haikey Creek Basin	DESIGN	40,000
Drainage Improvements in Haikey Creek Basin	CONSTRUCTION	260,000
Drainage Improvements in Elm or Aspen Creek Basin	DESIGN	10,000
Drainage Improvements in Elm or Aspen Creek Basin	CONSTRUCTION	40,000

\$2,500,000

TOTAL GO BOND PROJECT FY 26-27

\$17,000,000

RESOLUTION AUTHORIZING SALE OF 2025B BONDS

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 MAYOR AND THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE BROKEN ARROW MUNICIPAL BUILDING LOCATED AT 220 SOUTH FIRST STREET IN SAID CITY ON THE 21ST DAY OF OCTOBER, 2025, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2025 having been given in writing to the City Clerk of said City at 4:00 o'clock p.m. on November 20, 2024, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of October, 2025, by posting on the City's Internet website (www.brokenarrowok.gov) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced the proposed municipal resolution set forth hereinbelow, which was read by title by the Clerk or Deputy Clerk and upon motion by Council Member _____ and seconded by Council Member _____.

AYE:

NAY:

The Resolution was thereupon signed by the Mayor or Vice Mayor, attested by the City Clerk or Deputy Clerk, sealed with the seal of said municipality, and is as follows:

[Resolution No. ____ begins on following page]

RESOLUTION NO. 1712

A RESOLUTION FIXING THE AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2025B TO MATURE EACH YEAR; FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD; DESIGNATING A PAYING AGENT/REGISTRAR AND DISCLOSURE COUNSEL; APPROVING THE PRELIMINARY OFFICIAL STATEMENT AND DISTRIBUTION THEREOF; AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW AND FIXING OTHER DETAILS OF THE ISSUE.

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, an election was held in the City of Broken Arrow, Oklahoma (the “City”), for the purpose of submitting to the registered qualified electors of such City as Proposition No. 6, the question of the issuance of the bonds of said municipality in the amount of \$5,500,000 pursuant to Article 10, Section 26 of the Constitution of the State of Oklahoma to provide funds for the purpose of drainage improvements to property owned exclusively or in part by said City (referred to herein as the “Drainage Improvement Bonds”); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Tulsa County, Oklahoma, at said election there were cast on Proposition No. 6 by the registered, qualified electors of said City 15,396 votes, of which 11,198 were in favor of and 4,198 were against the issuance of said Drainage Improvement Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 6 cast their ballots in favor of the issuance of said Drainage Improvement Bonds, and the issuance thereof has been duly authorized; and

WHEREAS, the City previously issued \$1,000,000 of Drainage Improvement Bonds as part of its \$1,000,000 General Obligation Bonds, Series 2018D dated December 1, 2018; and

WHEREAS, the City previously issued \$1,000,000 of Drainage Improvement Bonds as part of its \$1,000,000 General Obligation Bonds, Series 2020C dated December 1, 2020; and

WHEREAS, the City previously issued \$1,000,000 of Drainage Improvement Bonds as part of its \$1,000,000 General Obligation Bonds, Series 2021B dated December 1, 2021; and

WHEREAS, there is currently authorized, yet unissued, \$2,500,000 of Drainage Improvement Bonds; and

WHEREAS, the City Council of said City pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, hereby deems it beneficial at the present time to sell and issue \$2,500,000 of Drainage Improvement Bonds, and to offer all of said bonds for sale as a single issue.

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

SECTION 1. That the \$2,500,000 of Drainage Improvement Bonds of said municipality voted on the 28th day of August, 2018, shall be sold at public sale as authorized by Title 62,

Oklahoma Statutes 2021, Sections 353 and 354, as amended, and shall be in the aggregate amount of \$2,500,000 and shall be called “General Obligation Bonds, Series 2025B”.

SECTION 2. That the General Obligation Bonds, Series 2025B in the amount of \$2,500,000 of the City of Broken Arrow, Oklahoma (referred to herein as the “Bonds”), shall be offered for sale and bids shall be received in the form of sealed bid, facsimile bid, electronic (Parity®) bid or similar secure electronic bid in the Council Chambers at City Hall on the 17th day of November, 2025 at 11:30 o’clock A.M., Central Time, and that said Bonds shall become due as follows:

\$275,000 on December 1, 2027 and \$275,000 annually each year thereafter until paid, except the final maturity shall be in the amount of \$300,000.

The City Council intends to convene on said date to consider the bids and take action to award the Bonds; the City Council is presently scheduled to convene at 6:30 o’clock, P.M. at said location and date to consider the bids and take action to award the Bonds; provided, however, the City Council reserves the right to change the location or time of the meeting in a manner consistent with the Oklahoma Open Meetings Act, and provided further, the City Council reserves the right to convene said meeting as a video and/or teleconference, as permitted under the Oklahoma Open Meetings Act. The City Council of the City hereby confirms and stipulates that bids for the General Obligation Bonds, Series 2025B shall be made by sealed or electronic bids, that the Bonds shall be sold to the bidder bidding the lowest interest cost, to be determined based on true interest cost, and that each bidder on the Bonds shall submit with its bid a sum in cash, cashier’s check, surety bond or similar security undertaking as stipulated by the City, payable to the Treasurer of the City, equal to two (2%) percent of the par value of the Bonds.

SECTION 3. That BOKF, NA, Tulsa, Oklahoma, is hereby designated as Paying Agent/Registrar for said Bonds and the Mayor or Vice Mayor is authorized to execute an agreement for such services. That Kutak Rock LLP is hereby designated as Disclosure Counsel for said Bonds and the Mayor or Vice Mayor is authorized to execute an agreement for such services.

SECTION 4. The form of Preliminary Official Statement outlining the terms, conditions and security for the Bonds is hereby adopted and approved, and the Mayor or Vice Mayor is authorized to approve any corrections, additions or deletions thereto for and on behalf of the City. Thereupon, the Mayor or Vice Mayor is authorized and directed to execute and deliver the Preliminary Official Statement for and on behalf of the City, and further, the Mayor or Vice Mayor is authorized and directed to execute and deliver for and on behalf of the City a certificate deeming the Preliminary Official Statement to be “final” in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934. Distribution of the Preliminary Official Statement by the Financial Advisor in connection with the sale of the Bonds is hereby expressly authorized; and further, the Mayor or Vice Mayor is authorized and directed to approve, execute and deliver a Final Official Statement or Official Statement for and on behalf of the City upon issuance of the Bonds.

SECTION 5. That the City Clerk is hereby ordered to cause notice of the sale of said Bonds to be given as required by state law.

SECTION 6. The Mayor, Vice Mayor, City Manager, Treasurer, and City Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities related documents or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

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PASSED AND APPROVED THIS 21ST DAY OF OCTOBER, 2025.

CITY OF BROKEN ARROW,
OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, the duly qualified and acting Clerk of the City of Broken Arrow, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution calling for the sale of Bonds adopted by the governing body of said municipality and Transcript of Proceedings of said governing body at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2025 having been given in writing to the City Clerk of said City at 4:00 o'clock p.m. on November 20, 2024, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ___ o'clock __.m. on the ___ day of October, 2025, by posting on the City's Internet website (www.brokenarrowok.gov) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and seal this 21st day of October, 2025.

(SEAL)

City Clerk



City of Broken Arrow

Request for Action

File #: 25-1479, **Version:** 1

Broken Arrow City Council
Meeting of: October 21, 2025

Title:

Consideration, discussion and possible direction regarding the of definition of “meeting” and its application to City Council activities and communications

Background:

City Council members are subject to the Oklahoma Open Meeting Act, which establishes requirements to ensure transparency in governmental decision-making. *See* Okla. Stat. tit. 25 §§ 3.1, *et seq.* Recently, questions have arisen regarding what constitutes a “meeting” under the Act, particularly in situations involving informal discussions, electronic communications, or gatherings where less than a quorum is present. To ensure continued compliance and consistent application of the law, a request has been made to place this topic on the agenda for Council discussion. This item will provide an opportunity to review the statutory definition of a meeting, clarify its application to Council activities, and determine whether any additional policies or guidance are necessary.

Cost: \$0.00

Funding Source: NA

Requested By: City Manager’s Office

Approved By: City Manager’s Office

Attachments: None

Recommendation:

As City Council directs.



City of Broken Arrow

Request for Action

File #: 25-1480, **Version:** 1

Broken Arrow City Council
Meeting of: October 21, 2025

Title:

Consideration, discussion and possible direction regarding policies and fees related to broadband service providers operating within the City

Background:

With increased demand for high-speed internet access and the expansion of broadband infrastructure, questions have been raised regarding the adequacy, consistency, and enforcement of franchise fee agreements, right-of-way use agreements, etc. A City Council member has requested this agenda item to review current franchise arrangements, evaluate whether updates or new agreements are needed, and discuss potential policy considerations related to broadband service providers operating within the City.

Cost: \$0.00

Funding Source: NA

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:

As City Council directs.



City of Broken Arrow

Request for Action

File #: 25-1475, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Consideration, discussion, and possible approval of and authorization to execute of a Professional Services Agreement with Broken Arrow Film Festival, LLC for the Broken Arrow Film Festival and Convention to be held in 2026

Background:

With the recent implementation of the City's film incentive program and the subsequent attention Broken Arrow has been receiving within the Oklahoma film industry, there is an opportunity to position Broken Arrow as a leader in supporting the industry.

The proposed event would include both a film festival and a film convention, inviting filmmakers, vendors, and industry professionals from across Oklahoma and the surrounding region. The event is planned for **October 2026**.

The request for \$50,000, unanimously recommended for approval at the October 14, 2025 Visit Broken Arrow Board Meeting, is intended to help launch the first year of the festival by covering essential startup costs, marketing, and programming.

Following the event, organizers have committed to reporting back to the Board with the following specific information:

- A complete post-event budget and expenditure summary
- Attendance and visitor numbers
- Hotel room nights generated
- Event successes and highlights
- Recommendations and areas for improvement

The Broken Arrow Film Festival and Convention is intended to become an annual event. Organizers anticipate that the City will continue to play a role in hosting and supporting the festival each year; however, the initial request is larger to help establish the event. Over time, reliance on City funding is expected to decline as the festival develops sponsorships and additional revenue sources.

This event has the potential to enhance cultural offerings in Broken Arrow, draw visitors to the community, generate hotel stays, and contribute to positioning the city as a destination for arts and film in the region.

Cost: \$50,000 in Visit Broken Arrow Funding

Funding Source: Fund 227

Requested By: Makala Barton, Tourism Manager

Approved By: City Manager's Office

Attachments: BAFF PSA

Recommendation: Approve and authorize execution of a Professional Services Agreement with Broken Arrow Film Festival, Inc. for the Broken Arrow Film Festival and Convention to be held in 2026

PROFESSIONAL SERVICES & SPONSORSHIP AGREEMENT
Broken Arrow Film Festival & Convention (BAFF)

This Professional Services & Sponsorship Agreement (“Agreement”) is made and entered into as of October 14, 2025 (the “Effective Date”) by and between City of Broken Arrow, Oklahoma, a municipal corporation (“City”), and BA Film Festival, LLC (“Contractor”).

RECITALS

A. City desires to support a community film festival and convention titled “Broken Arrow Film Festival & Convention” (“Event” or “BAFF”) to be held on or about October 2-4, 2026 at Warren Theatre and Stoney Creek Hotel within the City.

B. Contractor represents that it has the experience, personnel, and resources to plan, produce, and manage BAFF.

C. City agrees to provide a one-time, upfront grant of fifty thousand dollars and zero cents (\$50,000.00) to support eligible Event costs, in exchange for the public benefits and Title Sponsor recognition and deliverables set forth herein.

D. City will not provide in-kind services or fee waivers under this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 Services. Contractor shall plan, produce, manage, and execute BAFF, including programming, venue coordination, screening operations, convention floor logistics, marketing/promotion, equipment rental and technical operations, awards and ceremonies, and Event staffing.

1.2 Standard of Performance. Services shall be performed in a professional and workmanlike manner consistent with industry standards for film festivals of similar size.

1.3 No City Services. City provides no in-kind services, fee waivers, staffing, security, or equipment under this Agreement. Contractor is responsible for all operational needs.

2. TERM; SCHEDULE

2.1 Term. The Term begins on the Effective Date and continues through the later of (i) thirty (30) days after completion of BAFF or (ii) City’s acceptance of the post-Event report and financial reconciliation required by §8.

2.2 Milestones. Contractor shall meet the milestones and deliverables in Exhibit A (Event Plan & Deliverables). City may suspend or withhold payments (including clawback remedies) for missed milestones or deliverables.

3. CITY FUNDING; ELIGIBLE USES; PAYMENT

3.1 Grant Amount. City shall provide a one-time upfront grant of fifty thousand dollars and zero cents \$50,000.00 (“City Grant”).

3.2 Disbursement. City will disburse the City Grant within fifteen (15) business days after full execution and City’s receipt of: (a) Contractor’s W-9, and (b) insurance certificates/endorsements required by §6.

3.3 Eligible Uses (Restricted). City Grant funds may be used only for the categories in Exhibit C (Eligible Uses of City Grant Funds). No other uses are permitted.

3.4 Documentation. Contractor shall maintain itemized budgets, invoices, receipts, and proof of payment for all City-funded costs and provide them to City upon request and with the post-Event report.

3.5 No Additional Consideration. City owes no amounts beyond the City Grant.

4. TITLE SPONSOR BENEFITS; BRANDING & PUBLICITY

4.1 Title Sponsor Recognition. City (and/or Visit Broken Arrow, "VBA" at City's election) shall receive the Title Sponsor benefits set forth in Exhibit B (Title Sponsor Benefits & Branding), which are material obligations of Contractor.

4.2 Logo & Marks. City grants Contractor a limited, non-exclusive, revocable license to use City and/or VBA names and logos solely to fulfill Exhibit B, subject to City's brand guidelines and prior artwork approval. All goodwill inures to City.

4.3 Approvals. Contractor shall submit logo placements and marketing materials featuring City/VBA for prior written approval by City (approval not to be unreasonably withheld).

4.4 No Endorsement. Nothing herein constitutes City's endorsement of Contractor or any third party.

5. PERMITS; COMPLIANCE; ALCOHOL

5.1 Permits. Contractor shall at its cost obtain and comply with all required permits and licenses (e.g., venue permits, special event permits if applicable, copyrights/film exhibition rights).

5.2 Alcohol (If Any). If alcohol is offered by Contractor or its concessionaires, Contractor is solely responsible for compliance with all applicable laws and licenses including procuring a license from the Oklahoma ABLE Commission. The City is not a seller, server, or licensee and assumes no responsibility for alcohol service or compliance.

6. INSURANCE & RISK TRANSFER

6.1 Coverage. At its expense through the Term, Contractor shall maintain:

- (a) Commercial General Liability (occurrence form) \$1,000,000 per occurrence / \$2,000,000 aggregate, including contractual liability and products/completed operations;
- (b) Automobile Liability (owned, hired, non-owned) \$1,000,000 CSL;
- (c) Workers' Compensation per law and Employer's Liability \$500,000;
- (d) Umbrella/Excess Liability \$2,000,000 following form over CGL/Auto.

If alcohol is served by Contractor or its concessionaire, add Liquor Liability \$1,000,000 (or Host Liquor if applicable).

6.2 Endorsements. CGL (and Umbrella) shall name City of Broken Arrow as Additional Insured (ISO CG 20 10 and CG 20 37 or equivalent), be primary & non-contributory, and include a waiver of subrogation in City's favor.

6.3 Proof. Certificates and AI/waiver endorsements are due no later than thirty (30) days prior to the Event.

6.4 Vendors/Subs. Contractor shall require vendors and subcontractors to carry coverage commensurate with their scope and flow down insurance/indemnity obligations.

7. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against claims, damages, losses, and expenses (including reasonable attorneys' fees) to the extent arising out of Contractor's (or its vendors'/subcontractors') negligent acts/omissions, willful misconduct, breach of this Agreement, or violation of law. Nothing waives City's defenses or immunities under the Oklahoma Governmental Tort Claims Act.

8. RECORDS; REPORTING

8.1 Open Records. Contractor acknowledges that records in City's possession may be subject to the Oklahoma Open Records Act.

8.2 Post-Event Report. Within thirty (30) days after BAFF concludes, Contractor shall submit a report including: attendance estimates; number of films/blocks; venue list; marketing reach (impressions/engagements); hotel/visitor impact (if known); a financial summary of City-funded expenditures with receipts; and confirmation of Exhibit B delivery (with samples/photos/links).

9. FESTIVAL COMMITTEE (ADVISORY)

9.1 Formation & Members. Within thirty (30) days of the Effective Date, Contractor shall convene an advisory Festival Committee to provide input on programming, marketing, and community engagement. The Committee shall include, at minimum: (i) the City's Tourism Manager, and (ii) the Visit Broken Arrow Marketing & Communications Coordinator, or their designees.

9.2 Role. The Committee is advisory only and has no binding authority over City or Contractor. Meetings may be virtual or in person at reasonable intervals prior to the Event.

10. TERMINATION; REMEDIES; CLAWBACK

10.1 Termination for Cause. Either party may terminate for material breach not cured within 10 days after written notice.

10.2 City Convenience (Pre-Disbursement). City may terminate for convenience any time before disbursement of the City Grant with no liability.

10.3 Event Non-Occurrence (Full Refund). If BAFF does not occur on the scheduled dates and is not rescheduled within 90 days with City's written consent, Contractor shall refund the entire \$50,000 City Grant to City within 30 days of City's written demand.

10.4 Clawback for Non-Performance/Misuse. If Contractor materially fails to deliver the Title Sponsor benefits in Exhibit B, materially breaches Exhibit A deliverables, or uses funds for non-eligible purposes, City may demand repayment of all or part of the City Grant proportionate to the breach, and Contractor shall remit the demanded amount within 30 days.

10.5 Survival; Interest; Fees. Repayment obligations survive termination. Late amounts accrue interest at the lesser of 1% per month or the maximum allowed by law. City is entitled to reasonable attorneys' fees and costs to enforce repayment.

11. FORCE MAJEURE

Neither party is liable for failure or delay due to causes beyond its reasonable control (e.g., severe weather, government orders). If the Event does not occur for any reason—including force majeure—§10.3 applies unless City agrees in writing to a rescheduled Event date within ninety (90) days.

12. ASSIGNMENT; SUBCONTRACTING; INDEPENDENT CONTRACTOR

Contractor shall not assign this Agreement or subcontract material portions of the Services without City's prior written consent. Any approved subcontracting does not relieve Contractor of responsibility for performance. Contractor is an independent contractor.

13. NON-DISCRIMINATION; COMPLIANCE WITH LAWS

Contractor shall not discriminate on any unlawful basis and shall comply with all applicable federal, state, and local laws, codes, and ordinances.

14. NOTICES

Notices shall be in writing and delivered personally, by certified mail (return receipt), or recognized courier to:

City:

City of Broken Arrow, Oklahoma

Attn: [Department/Title]

[Street Address]

Broken Arrow, OK [ZIP]

Email: []

Contractor:

[Legal Name & Address]

Attn: [Authorized Signatory, Title]

Email: []

Either party may update notice info by written notice.

15. MISCELLANEOUS

15.1 Entire Agreement; Exhibits. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement. In case of conflict, the body controls over the Exhibits.

15.2 Severability; Waiver. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby. This Agreement is not a waiver of any permit or other

legal requirements and does not assure approval based upon any circumstances other than compliance with the law.

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

15.4 Counterparts; E-Signatures. This Agreement may be executed in counterparts and electronically.

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

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

CITY OF BROKEN ARROW, OK

CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attest:

City Clerk

Approved as to Form:

Assistant City Attorney

ACKNOWLEDGMENT

State of Oklahoma)
) ss.
County of Tulsa)

Subscribed and sworn to and acknowledged before me on this ____ day of _____, 2025, by _____, who acknowledged that he/she is the _____ (title/office) of _____, an Oklahoma limited liability company, and that he/she executed the foregoing instrument on behalf of the corporation for the purposes therein stated.

Notary Public

My Commission Expires: _____

Commission Number: _____

EXHIBIT A

EVENT PLAN & DELIVERABLES

City's funding and sponsorship recognition depend on timely delivery and approval where indicated.

A. Event Fundamentals (Due: 60 days pre-Event)]

1. Event Dates/Hours and Venue(s) (addresses; capacity).
2. Programming Plan: estimated number of features; shorts blocks; panels/workshops; awards program.
3. Run-of-Show (key timelines for each day; venue open/close; awards).
4. Contact Matrix (festival director/PM; programming lead; technical lead; marketing lead; volunteer coordinator; venue manager).

B. Operations (Due: 30 days pre-Event)]

5. Technical Plan (projection/audio specs; equipment rental list; operator plan; rehearsal/screen test schedule).
6. Venue Agreements (proof of venue bookings or letters of intent).
7. Accessibility Plan (ADA seating/lines; captioning availability if any; accessibility communications).
8. Crowd Management & Safety (queuing, ticketing, volunteer staffing; if alcohol is present, identify licensee and control areas).

C. Marketing & Sponsorship (Due: 90 days pre-Event)]

9. Marketing/Promotion Plan (channels, ad buys, influencers/partners).
10. Logo Placements: proofs for City/VBA on trailers/slides, print, web, social, credentials, step-and-repeat, shirts/merch (as applicable).
11. FilmFreeway Listing with City/VBA logos (link/proof).
12. Employee Discount: 10% code configuration and distribution plan; validity dates and redemption instructions.
13. VIP Passes: twenty (20) all-access VIP credentials prepared for City pick-up prior to Day 1.

D. Financials & Reporting

14. Budget Summary identifying how City Grant funds will be allocated across Exhibit C categories (Due: 30 days pre-Event).

15. Post-Event Report with receipts for City-funded items; samples/links of required logo placements; photo/video proof of branding; social metrics (Due: 30 days post-Event).

EXHIBIT B
TITLE SPONSOR BENEFITS & BRANDING (CONTRACTOR OBLIGATIONS)

Contractor shall deliver the following Title Sponsor benefits (City and/or Visit Broken Arrow (“VBA”) at City’s election):

1. Employee Ticket Discount. Provide 10% off individual film tickets for City of Broken Arrow employees via a discount code supplied by Contractor to City. City will distribute the code internally. The code must be active from [launch date] through the last Event day.
2. VIP Access. Provide 20 VIP Event Passes (all-access for all three days) to City before Day 1.
3. On-Screen Logos – Features & Shorts. Display the City and/or VBA logo (as City directs) at the start of every feature and at the start of each shorts block. Logos shall appear solo and run in consecutive order, each displayed prominently for not less than three (3) seconds full-screen or equivalent prominence.
4. Print Materials. Place the City and/or VBA logo on all print media, including event posters, print ads, and printed promotional pieces for sponsor display.
5. Credentials. Place the City and/or VBA logo on all VIP event passes and credentials.
6. FilmFreeway. Display the City and/or VBA logo on the FilmFreeway BAFF page.
7. Apparel & Merch. Place the City and/or VBA logo on Event T-shirts (if produced) and available attendee merchandise where logos are included; and on volunteer T-shirts worn during all Event days.
8. Photo/Media Backdrop. Include the City and/or VBA logo on the photo/selfie/media backdrop alongside other VIP sponsors and the BAFF logo.
9. Social Media. Co-brand City and/or VBA in BAFF social posts on Facebook, Instagram, and TikTok at reasonable frequency pre-Event and during the Event (minimum: two (2) pre-Event posts and two (2) during Event days including at least one live/posted recap).
10. NURVE Magazine Placement. Contractor shall ensure that BAFF sponsor NURVE Magazine provides a full-page ad in each issue during the campaign promoting the Broken Arrow Film Incentive (provide proofs/links to City).
11. Approvals & Proofs. All placements and materials using City/VBA marks are subject to prior City approval; Contractor shall furnish proofs/screeners and reasonable evidence of placement performance with the post-Event report.
12. Opportunity for Broken Arrow City Leadership and/or elected officials to deliver the following as desired: Welcome Speech/Introduction at Friday’s welcome event.

Introduction of VIP Host (TBD date/time), and Present Awards on Saturday night during the Awards Ceremony.

EXHIBIT C
ELIGIBLE USES OF CITY GRANT FUNDS (RESTRICTED)

City Grant funds may be used only for the following BAFF costs:

1. Venue Costs (room/theatre rental, associated venue technical fees).
2. Marketing & Promotion (media buys, print, digital, social, trailer production, PR).
3. Equipment Rental (projection, audio, lighting, staging relevant to screenings/panels).
4. Awards (trophies/plaques and direct ceremony expenses).
5. Event Staff Pay limited to: programmer(s), judges, general staff to manage attendees, convention organizer/producer, and comparable temporary Event labor directly tied to BAFF delivery.

Not Eligible: general overhead/administration, capital purchases, unrelated programming, fines/penalties, alcohol purchases, debt service, or any costs not directly tied to BAFF execution.



City of Broken Arrow

Request for Action

File #: 25-1476, Version: 1

**Broken Arrow City Council
Meeting of: 10-21-2025**

Title:

Consideration, discussion, and possible approval of a film and hotel incentive rebate in an amount not to exceed \$53,750

Background:

Live Like That Movie, LLC submitted a film incentive application for a production to be filmed partially in Broken Arrow, and is seeking pre-approval for a film rebate.

Highlights of the application include:

Type: Feature Film

Total Budget: \$6,686,000

Filming Start Date: 11/10/25

Projected Wrap Date: 12/17/25

Proposed shooting days in Broken Arrow: 7

Estimated BA residents to be hired on the production: 15-20

Estimated Qualified Spend

Local Spending: \$1,000,000 (Approximate qualified rebate \$100,000)

Hotel Room Nights: 550-800 \$55,000-80,000 (Approx qualified rebate \$25,000)

Production Office Space: TBD

Total Estimated Spend: \$1,060,000

The Visit Broken Arrow board approved up to \$41,000 for the film incentive and up to \$12,750 for the hotel rebate at the 10/14/25 VBA meeting, for a total of up to \$53,750.

In order to receive rebate funding, the organization must submit all receipts and confirm that all guidelines have been met via the post-production summary report. After project completion, a representative from the organization will attend a VBA Board meeting to present the project outcomes and total spend. The rebate will not be processed until the VBA Board gives final approval.

Cost: Not to exceed \$53,750

Funding Source: Visit Broken Arrow

Requested By: Makala Barton, Tourism Manager

Approved By: City Manager's Office

Attachments: Film Incentive Application

Recommendation:

Approve the rebate request in an amount not to exceed \$53,750, pending the receipt of the post-event requirements as outlined in the film incentive guidelines.

Form Name:	Film Incentive Application
Submission Time:	October 9, 2025 7:47 pm
Browser:	Chrome 140.0.0.0 / OS X
IP Address:	12.207.2.66
Unique ID:	1388394951
Location:	37.0687, -97.031

APPLICANT INFORMATION

Name	Cassidy Lunnen
Title	Producer
Address	2260 E. 38th St. Tulsa, OK 74105 United States
Contact Person	Cassidy Lunnen
Title	Producer
Email	clunnen@redclaystudios.net
Phone	(801) 633-4362
Date of Incorporation or Formation:	Oct 26, 2021
Federal Tax ID Number:	85-3171329
Do you have a production company affiliated that is different than the name of the applicant above?	YES

Production Company Information

Legal Name:	Live Like That Movie, LLC
Address	1800 Century Park E LA, CA 90067 United States
Name	Kris Wynne
Title:	Line Producer
Email	kris@muchomasmedia.com
Phone	(310) 497-2918
Date of Incorporation or Formation:	Mar 25, 2025

Federal Tax ID Number:	33-4186518
Does this production have a larger parent company it is affiliated with?	NO
Project Information	
Title of Project:	Live Like That
Type of Production:	Feature Film
Is this project fully funded?	YES
Is the production company applying for certification as a 'work for hire' for another production company?	NO
Did the production company applying for certification hire another production company as a 'work for hire?'	NO
Script	https://www.formstack.com/admin/download/file/18610910750

Please provide a description of this project (storyline):

LIVE LIKE THAT is based on the true story of Daniel Diaz, a 33-year-old youth pastor in Pomona, California, who dedicates his life to reaching gang members and at-risk youth. After successfully mentoring Adrien Garcia, a troubled 16-year-old whose mother was murdered, Daniel is tragically shot and killed in a drive-by shooting while in a car with friends. The shooter, John Dancy, is a 27-year-old man who mistakenly believed the car full of Hispanic men was connected to a rival gang that had killed his cousin. As Daniel's parents-Pastor David and Donna Diaz-struggle with overwhelming grief, they must choose between vengeance and continuing their son's mission of peace and unity. Despite their pain, the family decides to move forward with Daniel's vision: the "Pomona Unity & Peace Walk," the largest march the city has ever seen. When John pleads guilty, Donna delivers a powerful victim impact statement, ultimately forgiving him and embracing both John and his family in the courtroom. The story culminates in a massive community march that brings together rival gangs, churches, and families affected by violence. In the year following the march, Pomona's murder rate drops by more than half-a testament to the transformative power of forgiveness, faith, and Daniel's enduring legacy.

Name of talent attached:	Esai Morales, Roslyn Sanchez
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Where in Broken Arrow are you planning to film your project (list locations):	TBD
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Estimated total number of Broken Arrow residents to be hired on the Production:	15-20
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Wrap Date:	Dec 17, 2025
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Number of proposed shooting days in Broken Arrow	7
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Pre-Production Project Start Date:	Oct 06, 2025
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Principal Photography Start Date:	Nov 10, 2025
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Post Production Start Date:	Jan 06, 2026
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Total Budget of Project:	\$6,686,000
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Distribution Plan:	Sony Affirm
Theatrical distribution plan in place?	YES
Producer	Javier Chapa
Phone	(310) 980-9193
Email	javier@muchomasmedia.com
Producer - 2	Kris Wynne
Phone - 2	(310) 497-2918
Email - 2	kris@muchomasmedia.com
Producer - 3	Cassidy Lunnen
Email - 3	clunnen@redclaystudios.net
Phone - 3	(801) 633-4362

CREDITS AND PROMOTIONAL MATERIALS

To complete eligibility requirements, applicants will provide the following items:

Five production still photos in electronic format with rights cleared for promotional use by the City of Broken Arrow/Visit Broken Arrow.

Behind the scenes photos/videos, if available

The Visit Broken Arrow logo must be used in the end credit roll of a full-length picture

One (1) poster of the type designed for promotion of the finished project, if applicable

A digital copy of the finished project

An electronic press kit

I agree to provide all required materials listed above.



The above information will be provided by:	Cassidy Lunnen
Title:	Producer
Company:	Red Clay Studios

Company Address	2260 E. 38th St. Tulsa, OK 74105 United States
Phone	(801) 633-4362
Email	clunnen@redclaystudios.net

The end credit roll of a full-length picture that utilizes the Visit Broken Arrow Film Incentive rebate must recognize the City of Broken Arrow and requires use of the Visit Broken Arrow logo. The City of Broken Arrow/Visit Broken Arrow reserves the right to refuse use of its logo(s) in the credits of a motion picture filmed or produced in the City of Broken Arrow. Authorized Signature:



Date/Time	Oct 09, 2025 05:40 PM
Contact Information Legal Name	Larry Weinberg
Address	11845 W. Olympic Blvd. Suite 1100W LA, CA 90064 United States
Title:	Production Attorney
Email	lweinberg@e3ent.com
Phone	(310) 940-6835

REBATE DETAILS

Incentive request	Local Spending Hotel Room
Local Spending Incentive Requirements	Minimum budget of \$5,000 Minimum spend equal to 10% of total budget amount in Broken Arrow City Limits (hotels excluded due to separate hotel room incentive, below) 25% of shooting days/time must be in Broken Arrow Pre-completed/approved Visit Broken Arrow filming permit, if applicable Display the Visit Broken Arrow logo in end credits

Rebate is 10% of qualified spend. \$1,000,000

Please state your anticipated maximum spend:

Hotel Room Incentive Requirements

Minimum budget of \$5,000
Minimum spend equal to 10% of total budget amount in Broken Arrow City Limits (hotels excluded due to separate hotel room incentive, below)
25% of shooting days/time must be in Broken Arrow
Pre-completed/approved Visit Broken Arrow filming permit, if applicable
Display the Visit Broken Arrow logo in end credits
In addition to the above, all project types above are eligible to receive \$500 for every 12 room nights stayed in a Broken Arrow hotel.

Rebate is \$500 for every 12 room nights. Please state your anticipated maximum room nights: 250-300

Please total your anticipated maximum spend: \$30000

CERTIFICATION BY APPLICANT

Name	Cassidy Lunnen
Phone	(801) 633-4362
Email	clunnen@redclaystudios.net
Title	Producer

Applicant Signature



Date/Time Oct 09, 2025



City of Broken Arrow

Request for Action

File #: 25-1412, Version: 1

**Broken Arrow City Council
Meeting of: 10-21-2025**

Title:

Consideration, discussion, and possible action regarding COMP-002330-2025 (Comprehensive Plan Change), 520 E Washington St, 2.42 acres, Level 3 to Level 4, located on the northwest corner of Washington Street (91st Street) and 9th Street (Lynn Lane)

Background:

COMP-002330-2025 is a request to change the Comprehensive Plan designation from Level 3 to Level 4 on approximately 2.42 acres which is currently unplatted. The property is located on the northwest corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road).

The applicant is requesting this change to the comprehensive plan for the purpose of a future rezoning. Pending approval of this amendment to the comprehensive plan, the applicant intends to submit a rezoning request to change the zoning to CN, Commercial Neighborhood.

Amending the Comprehensive Plan to Level 4 could potentially support a future rezoning to any zoning district identified as possible or allowed within the Comprehensive Plan level. Table 4-1: Land Use Intensity System Zoning District Table, of the Comprehensive Plan identifies these potential districts.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 3	RMF	Residential multifamily
East	Level 4	AG	Agriculture
South	Levels 3 & 4	RS & CN	Single-family residential & Place of Assembly
West	Level 1	AG	Single-family residential

According to FEMA Maps, none of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Director of Community Development

Approved By: City Manager's Office

Attachments: Planning Commission Staff Report
Case Map
Aerial
Current Comprehensive Plan

Recommendation:

Approve COMP-002330-2025 per Planning Commission and Staff recommendation.

Broken Arrow Planning Commission
09-25-2025

To: Chairman and Commission Members
From: Community Development Department
Title: ..title

Public hearing, consideration, and possible action regarding COMP-002330-2025 (Comprehensive Plan Change), 520 E Washington St , 2.42 acres, Level 3 to Level 4, located on the northwest corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road / 145th E Avenue)

..End

Background:

Applicant: Farrah Fulps, Pennington and Assoc.
Owner: Steve Fulps
Developer: N/A
Engineer: NA
Location: On the northwest corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road / 145th E Avenue)
Size of Tract 2.42 acres
Number of Lots: 1 lot
Present Zoning: AG (Agricultural)
Comp Plan: Level 3 (Transition Area) to Level 4 (Commercial/Employment Nodes)

COMP-002330-2025 is a request to change the Comprehensive Plan designation from Level 3 to Level 4 on approximately 2.42 acres which is currently unplatted. The property is located on the northwest corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road / 145th East Avenue).

The applicant is requesting this change to the comprehensive plan for the purpose of a future rezoning. Pending approval of this amendment to the comprehensive plan, the applicant intends to submit a rezoning request to change the zoning to CN, Commercial Neighborhood.

Amending the Comprehensive Plan to Level 4 could potentially support a future rezoning to any zoning district identified as possible or allowed within the Comprehensive Plan level. Table 4-1: Land Use Intensity System Zoning District Table, of the Comprehensive Plan identifies these potential districts.

Table 4-1: Land Use Intensity System Zoning Districts Table

Zoning Districts	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
A-1: Agricultural District	Allowed						
RE: Residential Estate District	Allowed						
RS-1: SF Residential District	Allowed						
R-2: SF Residential District	Possible	Allowed	Possible				
RS-2: SF Residential District	Possible	Allowed	Possible				
RS-3: SF Residential District	Possible	Allowed	Possible				
RS-4: SF Residential District		Allowed	Allowed				
RD: Residential Duplex District		Possible	Allowed				
RM: Residential MF District			Allowed	Possible	Possible		
RMH: Residential Mobile Home District			Allowed				
NM: Neighborhood Mixed Use District			Allowed	Allowed			
CM: Community Mixed-Use District			Possible	Allowed			
DM: Downtown Mixed-Use Core District					Allowed		
DF: Downtown Fringe District					Allowed		
ON: Office Neighborhood District		Possible	Allowed	Allowed	Possible		
CN: Commercial Neighborhood District				Allowed	Possible	Allowed	
CG: Commercial General District				Allowed	Possible	Allowed	
CH: Commercial Heavy District						Allowed	Possible
IL: Industrial Light District						Possible	Allowed
IH: Industrial Heavy District							Allowed

The previous table shows zones from the previous zoning ordinance. The updated Zoning Ordinance that went into effect on July 1, 2025, establishes zoning districts as follows:

Table 2-1-2.1, Zoning Districts Established		
Abbreviation	District Name	Prior Districts Consolidated/Renamed
Agricultural and Residential Districts		
AG	Agricultural	A-1, Agricultural
RS	Single-family residential	RE, Residential estate RS-1, Single-family residential 1
RS-C	Single-family residential - Compact	R-2, Single-family residential 2 RS-2, Single-family residential 2
RS-P	Single-family residential - Preservation	RS-3, Single-family residential 3 RS-4, Single-family residential 4
RMD	Residential medium density	RD, Residential duplex
RMF	Residential multifamily	RM, Residential multi-family
RMH	Residential manufactured home	RMH, Residential mobile home park
Mixed-Use Districts		
CM	Community mixed-use	CM, Community mixed-use NM, Neighborhood mixed-use
DM	Downtown mixed-use core	DM, Downtown mixed-use core
DF	Downtown fringe	DF, Downtown fringe
Office and Commercial Districts		
ON	Office neighborhood	ON, Office neighborhood
CN	Commercial neighborhood	CN, Commercial neighborhood
CG	Commercial general	CG, Commercial general
CH	Commercial heavy	CH, Commercial heavy
IL	Industrial light	IL, Industrial light
IH	Industrial heavy	IH, Industrial heavy
Special Purpose and Overlay Districts		
PUD	Planned Unit Development	PUD, Planned Unit Development
FD	Floodplain	FD, Floodplain
DROD	Downtown residential overlay district	DRO, Downtown residential overlay
HDOD	Highway design overlay district	HDO, Highway design overlay
NOSOD	New Orleans Square overlay district	New Orleans Square overlay district

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 3	RMF	Residential multifamily
East	Level 4	AG	Agriculture
South	Levels 3 & 4	RS & CN	Single-family residential & Place of Assembly
West	Level 1	AG	Single-family residential

According to FEMA Maps, none of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow.

Attachments: Case Map
Aerial Photo
Current Comprehensive Plan Map

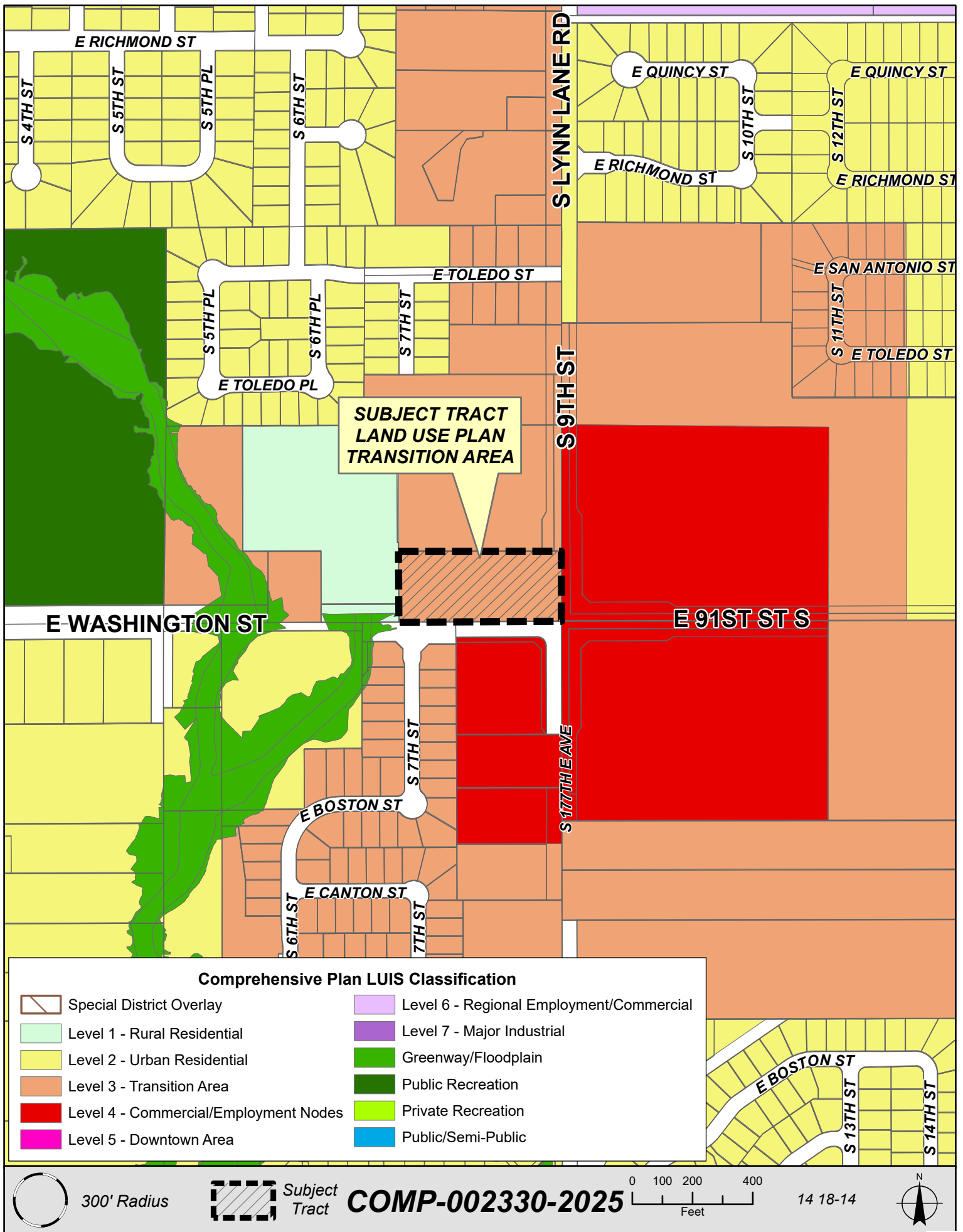
Recommendation:

Based on the location of the property being at the intersection of two arterial roads, Staff recommends COMP-002330-2025 be approved, subject to the property being platted.

Reviewed by: Rocky Henkel

Approved by: Rocky Henkel

JAJ



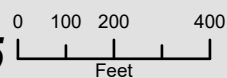


Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: 2024



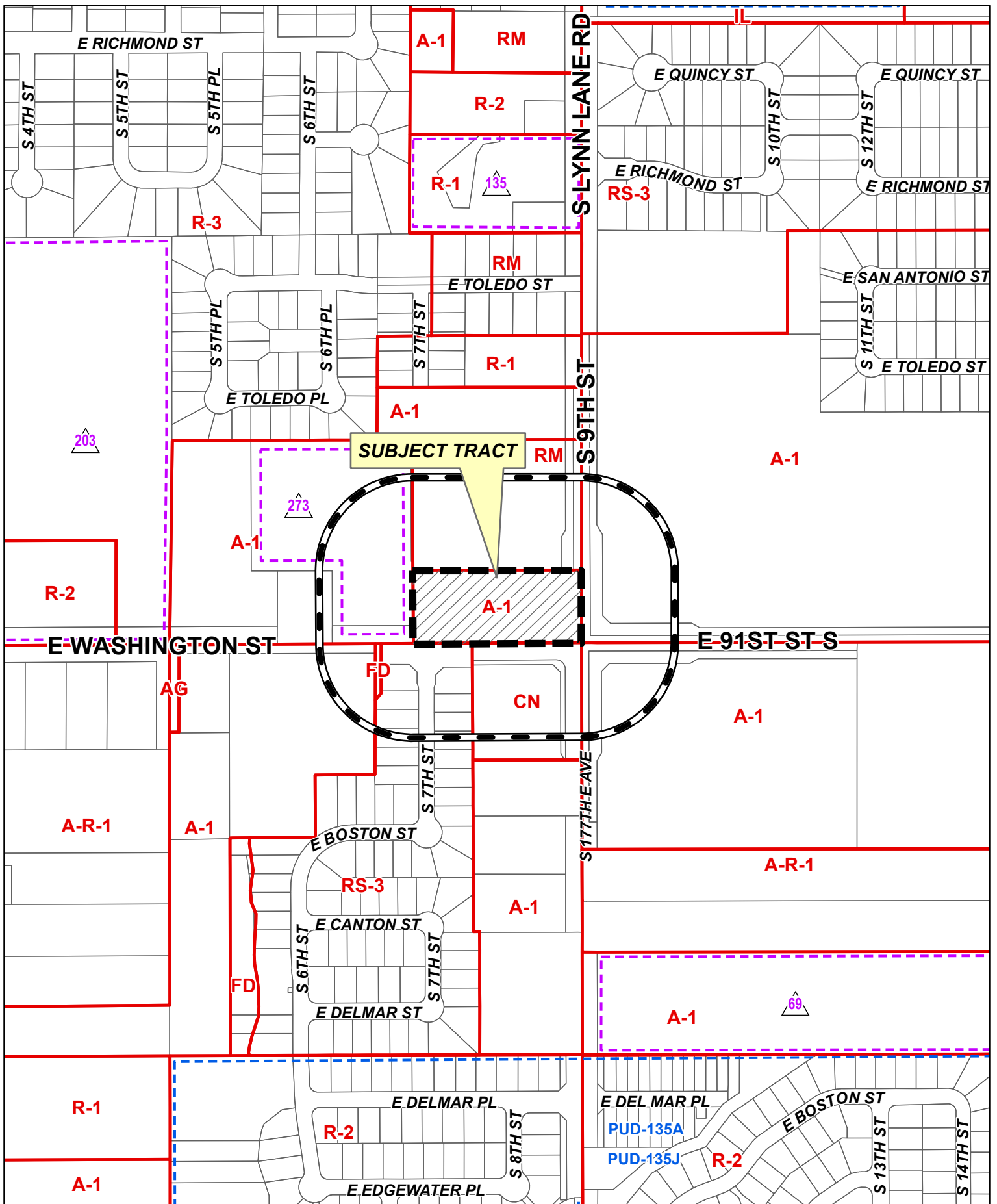
Subject
Tract

COMP-002330-2025

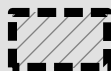


14 18-14



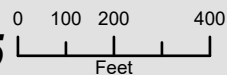


300' Radius



Subject
Tract

COMP-002330-2025



14 18-14





City of Broken Arrow

Request for Action

File #: 25-1493, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Consideration, discussion, and possible preview of Ordinance No. 3895 closing an easement from Oakmont Hills, LLC, on property located one-quarter mile north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE-001742-2024)

Background:

Property owner, Oakmont Hills, LLC, has submitted an application requesting the closure of a 15'-foot wide easement on property located approximately one-quarter mile north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane). The property is currently in the process of being platted as Oakmont Hills.

The easement was recorded with Tulsa County in Book 5410 and Page 2307. The applicant has verified that the easement is not currently in use.

Staff has reviewed the documents and recommends acceptance of the easement closure.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit B1

Recommendation:

Preview the Ordinance and set for adoption.

Ordinance No. 3895

An Ordinance closing a sanitary sewer easement from Oakmont Hills, LLC, on property located one-quarter mile north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The utility easement affecting the real estate described as follows:

See “Easement Vacation Exhibit”

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this utility easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 4th day of November, 2025.

ATTEST:

MAYOR

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

Exhibit "B.1"

Oakmont Hills

Partial Easement Closure Description

Description

A 15' WIDE STRIP OF LAND THAT IS PART OF A SANITARY SEWER EASEMENT DATED THE 15TH DAY OF MAY, 1992, AND FILED OF RECORD JUNE 8, 1992, AT BOOK 5410, PAGE 2307 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA, SAID PART LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE SOUTH 88°37'53" WEST AND ALONG THE SOUTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 304.26 FEET; THENCE NORTH 01°22'07" WEST AND PERPENDICULAR TO SAID SOUTH LINE, FOR A DISTANCE OF 65.00 FEET TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF EAST FLORENCE STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 88°37'53" WEST AND ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 15.09 FEET; THENCE NORTH 7°43'07" WEST FOR A DISTANCE OF 384.42 FEET; THENCE NORTH 0°16'53" EAST FOR A DISTANCE OF 494.52 FEET; THENCE SOUTH 89°43'07" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 0°16'53" WEST FOR A DISTANCE OF 493.48 FEET; THENCE SOUTH 7°43'07" EAST FOR A DISTANCE OF 385.04 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 13,181 SQUARE FEET OR 0.303 ACRES.

Basis of Bearing

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

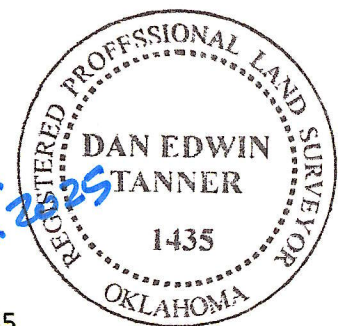
- (1) 3/8" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;
- (2) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°37'53" WEST.

Certification

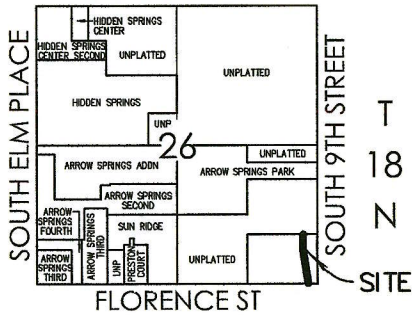
I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/27



R 14 E

NEW ORLEANS ST



Location Map

Exhibit "B.2"

Oakmont

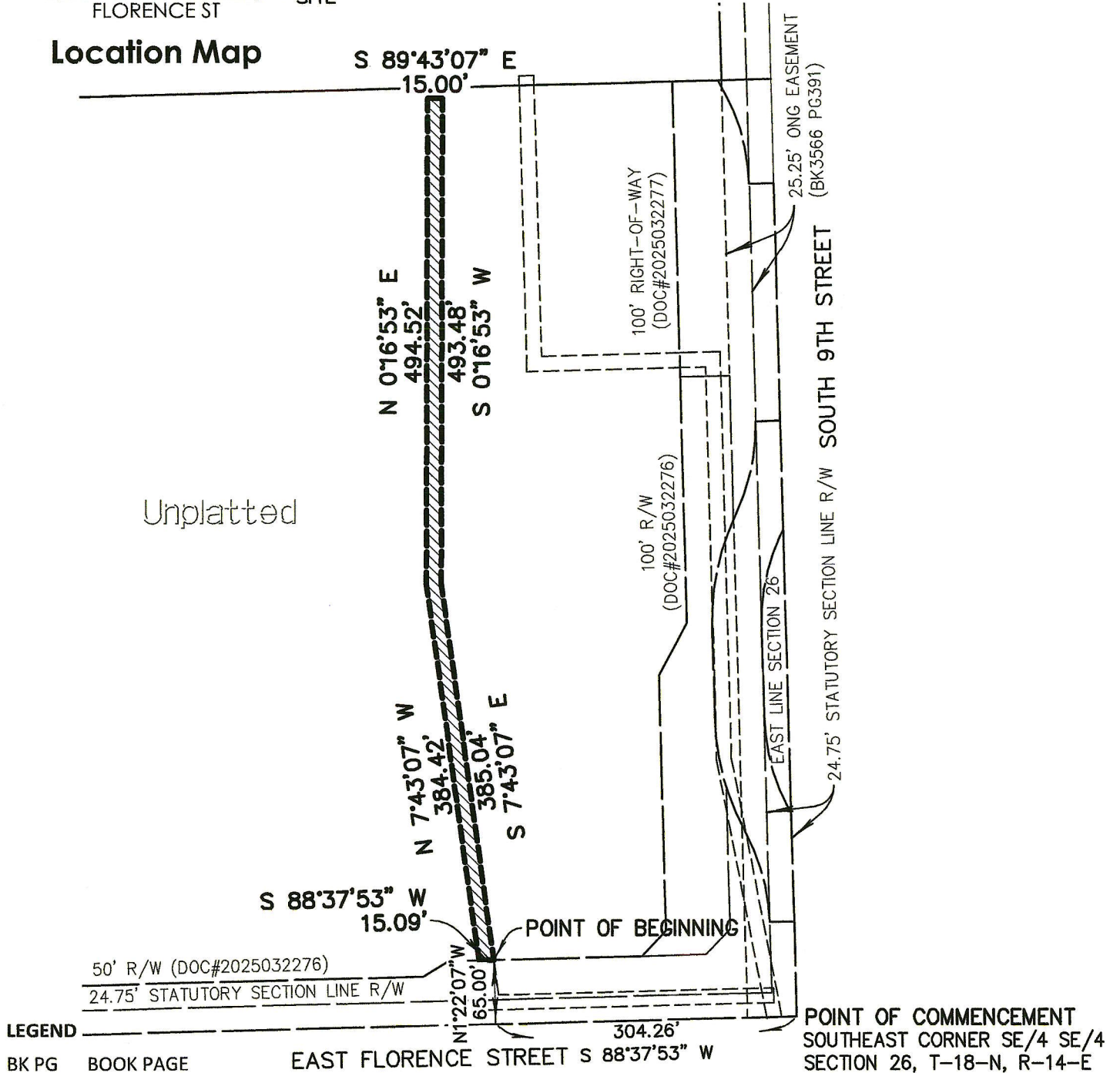
Partial Easement Closure Exhibit



NORTH
SCALE: 1" = 150'

Unplatted

Unplatted





City of Broken Arrow

Request for Action

File #: 25-1494, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Consideration, discussion, and possible preview of Ordinance No. 3896 closing an easement from Oakmont Hills, LLC, on property located north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE-001743-2024)

Background:

Property owner, Oakmont Hills, LLC, has submitted an application requesting the closure of a 15'-foot wide easement on property located approximately north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane). The property is currently in the process of being platted as Oakmont Hills.

The easement was recorded with Tulsa County in Book 3884 and Page 133. The applicant has verified that the easement is not currently in use.

Staff has reviewed the documents and recommends acceptance of the easement closure.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit A.1

Recommendation:

Preview the Ordinance and set for adoption.

Ordinance No. 3896

An Ordinance closing a sanitary sewer easement from Oakmont Hills, LLC, on property located north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The utility easement affecting the real estate described as follows:

See “Easement Vacation Exhibit”

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this utility easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 4th day of November, 2025.

ATTEST:

MAYOR

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

Exhibit "A.1"

Oakmont Hills

Partial Easement Closure Description

Description

A 15' WIDE STRIP OF LAND THAT IS PART OF A SANITARY SEWER EASEMENT DATED THE 4TH DAY OF MARCH, 1969, AND FILED OF RECORD MARCH 28, 1969, AT BOOK 3884, PAGE 133 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA, SAID PART LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE NORTH 01°25'49" WEST AND ALONG THE EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 661.40 FEET; THENCE SOUTH 88°34'11" WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°38'13" WEST FOR A DISTANCE OF 153.92 FEET; THENCE NORTH 1°25'49" WEST FOR A DISTANCE OF 290.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 275.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 138.92 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 6,441 SQUARE FEET OR 0.148 ACRES.

Basis of Bearing

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

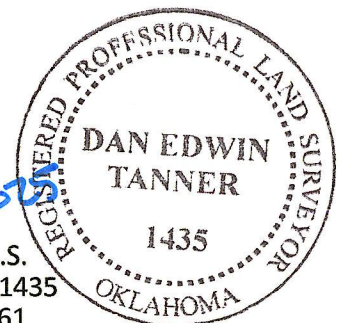
- (1) 3/8" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;
- (2) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°37'53" WEST.

Certification

I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/27

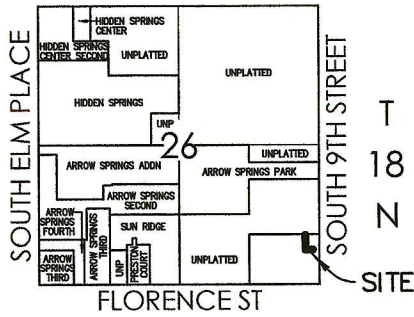
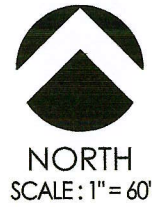


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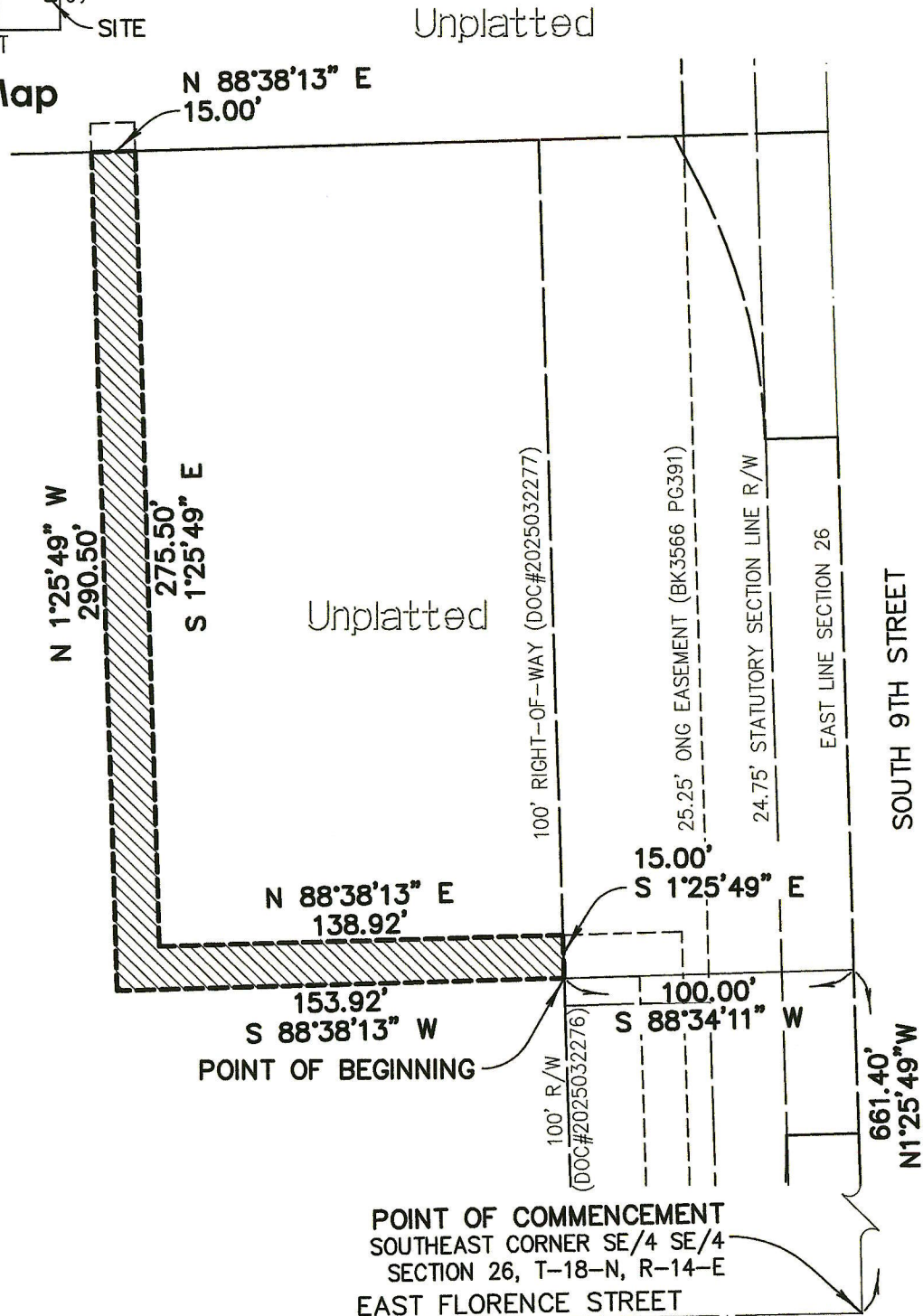
Exhibit "A.2"

Oakmont Hills

Partial Easement Closure Exhibit



Location Map



LEGEND

BK PG BOOK PAGE
DOC DOCUMENT
R/W RIGHT-OF-WAY

POINT OF COMMENCEMENT
SOUTHEAST CORNER SE/4 SE/4
SECTION 26, T-18-N, R-14-E
EAST FLORENCE STREET



City of Broken Arrow

Request for Action

File #: 25-1490, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

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

Background:

This amendment to Section 7-12 update brings the City's ordinance into compliance with Oklahoma's Food Truck Freedom Act (HB 1076 and codified at 63 O.S. § 1-1101, 63 O.S. § 1-1118, 63 O.S. § 1-1150, 63 O.S. § 1-1151, and 63 O.S. § 1-1152) by recognizing a valid food-establishment license and streamlining local processing. It formalizes a five-business-day turnaround for City recognition, caps local fees at administrative cost, and aligns health-inspection and fire-safety provisions with state limits.

The amendment clarifies where vendors may operate: on private property with owner permission, and, when invited, in residential zones up to twelve (12) days per year, while maintaining safety-based rules for sidewalks, traffic, and curb-side service. Prior proximity/buffer restrictions to brick-and-mortar restaurants are removed on private property, while limited buffers for schools, parks, and special events remain to address public-safety and park-use concerns.

Health and fire safety requirements are preserved and updated. A new all-weather surface standard requires trucks, generators, and customer queuing to be on durable, dustless surfacing; for City parks and permitted events, temporary turf-protection systems may be approved.

Cost: \$0

Funding Source: Source

Requested By: Rocky Henkel, Director of Community Development

Approved By: Community Development

Attachments: Ordinance No. 3894.

Recommendation:

Adopt Ordinance No. 3894

ORDINANCE NO. 3894

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES CHAPTER 7 – BUSINESS REGULATIONS AND LICENSES – ARTICLE I – IN GENERAL, SEC. 7-12 – MOBILE FOOD VENDORS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. Broken Arrow Code of Ordinances Chapter 7 – Business Regulations and Licenses – Article I – In General, Sec. 7-12 – Mobile food vendors, is hereby amended to read as follows:

Sec. 7-12. Mobile food vendors.

The purpose of this section is to regulate the actions of mobile vendors. It has been determined that the public health, safety, good order and general welfare of the residents of the city require the regulation and management of such enterprises. The receipt of a mobile vendor license is a privilege which may be suspended, limited or revoked for violating the intent and letter of this section.

- (a) *Definitions.* Use of words and phrases. As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

Concessionaire. A person engaged in the sale of food or other goods or services in a city park or on city property, including without limitation those who operate or maintain a concession stand, in accordance with a written agreement or franchise therefore as lawfully approved in writing by the city.

Director shall mean the director of community development or such other person designated by the city manager to enforce the provisions of this chapter or that person's designee.

Farmers markets. Farmers market means a designated area in which farmers, growers or producers from a defined region gather on a regularly scheduled basis to sell at retail non-potentially hazardous farm food products and whole shell eggs to the public. A portion of the raw food ingredients used by the individual vendor to produce a product must have been grown or raised by the vendor. A farmers' market must have written operational guidelines and a minimum of six vendors along with a designated market manager or advisory board who will be responsible for distribution of a copy of the guidelines to the vendors. Farmers markets must be registered by the state department of agriculture, food and forestry. This definition does not include individual farmers who grow and sell unprocessed fruit and/or vegetables from the farm, roadside or truck.

Food has its usual and ordinary meaning, and includes all items designed for human consumption, including but not limited to ice cream, candy, gum, popcorn, hotdogs, sandwiches, peanuts, soft drinks, coffee and dairy products.

Mobile vendor. An outdoor seller, as defined herein, and any business operator or vendor who conducts business from or through use of a vehicle as defined herein.

Outdoor seller. Any person offering for retail sale, or making retail sales of, any goods, products, wares or merchandise of any type, other than food as defined here in at any permitted location; provided, however, that this definition shall not include merchants who ordinarily and regularly offer such items for retail sale within permanent structures located on the same premises; provided further that this definition shall not include those sales commonly known as a garage sale, porch sale, backyard sale, patio sale, lawn sale, yard sale, attic sale, estate sale, moving sale or any similar sale of tangible personal property held out for sale to the public and conducted from or on any lot in a residential zoning district conducted by an individual who owns, leases or has the permission of the owner of the structure located on the same premises.

Special events. A special event is an event whether indoors or outdoors, that can reasonably be expected to cause a public gathering not part of the normal course of business at the location. It may also be defined as any event where a large number of people are brought together to watch or participate.

Vehicle shall mean a push cart, a trailer, a three-wheeled pedal carrier or like device or a motorized vehicle that is registered and licensed by the state department of motor vehicles.

- (b) *Types of mobile vendors.* The following mobile vendor operations shall be licensed as set forth in this chapter:

- (1) *Seasonal food service establishment.* These are seasonal food services described by the city health code as type 45 class S operations.

The seasonal food service establishment is limited to serving coffee, and snow cones with use of liquid milk, raw fruits, raw vegetables, nuts in the shell, and commercially bottled syrup, sorghum, honey, sweet cider, and other non-time/temperature control for safety foods.

These operations shall be restricted to a maximum annual operation of 180 consecutive days.

These operations are restricted to commercial, industrial, business districts.

The business license shall specify the approval date and the expiration date. No license may be issued for any length of time longer than 180 days from the date of approval.

- (2) *Mobile food service establishment.* Mobile food service establishment is a facility that prepares food and is vehicle-mounted (is department of transportation road approved, including wheels and axles), is readily moveable and remains at one physical address for no more than 12 hours at one time.

These operations include the sale of packaged foods from a stationary display and all other types of food preparation operations as identified and approved by a valid food establishment license issued by the Oklahoma State Department of Health or, where applicable, by a city-county health department pursuant to 63 O.S. § 1-1118.

These operations must notify the city, in writing, as part of the application for license process, a schedule of times and locations for their operations.

These operations are restricted to commercial, industrial, and business zoning districts.

On private property, operations are allowed under the following circumstances:

a. the property is located in a zoning district where food service establishments are permitted to operate and the Mobile vendor has permission of the property owner, designee, or lessor,

b. the property is located in a residential zoning district and the Mobile vendor has been invited by a resident or group of residents in that district to operate on their property for the purpose of serving food to that resident, group of residents, or their guests; provided, that the operation of Mobile vendors on the subject property shall not exceed twelve (12) days per year, and

c. the Mobile vendor would not cause a nuisance.

- (3) *Mobile push cart food services.* "Mobile push cart" means a non-self-propelled food unit that can be manually moved.

These services may operate in permitted locations, including, city right-of-way.

These operations are restricted to commercial, industrial, business zoning districts and the downtown farmers market or pursuant to a special events permit. On private property, operations are allowed under the following circumstances:

a. the property is located in a zoning district where food service establishments are permitted to operate and the Mobile vendor has permission of the property owner, designee, or lessor,

b. the property is located in a residential zoning district and the Mobile vendor has been invited by a resident or group of residents in that district to operate on their property for the purpose of serving food to that resident, group of residents, or their guests; provided, that the operation of Mobile vendors on the subject property shall not exceed twelve (12) days per year, and

c. the Mobile vendor would not cause a nuisance.

These operations performed inside commercial businesses such as hospitals, mall shopping centers, etc. are exempt.

- (c) *Exemptions.* The following activities, businesses and/or persons, as such are commonly known, shall be exempt from coverage of this chapter, but this exemption shall not be construed to limit or restrict the application of other laws and regulations pertaining to such activities, businesses and/or persons:

(1) Newspaper couriers;

(2) Traditional neighborhood lemonade stands;

(3) Stands used to sell or distribute flowers, fruit, vegetables, produce or plants grown on the property where the stand is located;

- (4) Delivery or distribution of food, goods or products ordered or purchased by customers from a source or point of sale other than a mobile vehicle operated for the purpose of soliciting customers while traveling or while located on city streets or property;
- (5) Delivery or distribution of food by or for any not-for-profit organization, governmental agency or other charitable organization, including without limitation Meals on Wheels and the Food Bank; and
- (6) Concessionaires as defined in this chapter, except that concession agreements with the city shall include health, sanitation and insurance requirements generally conforming to those established for similar businesses and vendors covered by this chapter.
- (7) Special events that have been permitted and approved by the council.
- (d) *License—Required.* Mobile vendors possessing a valid and current food establishment license issued by the Oklahoma State Department of Health shall be recognized by the City. It is unlawful for a mobile vendor to engage in sales business within the city except when licensed as a mobile vendor in compliance with the provisions of this chapter.
- (e) *License application process—Application.* Applicants for a license pursuant to this chapter, shall file an application on a form to be furnished by the city, which shall contain the following information:
 - (1) A valid and current food establishment license issued by the Oklahoma State Department of Health
 - (2) The name or names, birth date, and address (street and mailing, if different) of the applicant;
 - (3) Vehicle license number and description of all vehicles from which the applicant proposes to conduct business;
 - (4) A copy of the applicant's valid food establishment license issued under 63 O.S. § 1-1118 by the Oklahoma State Department of Health. Submission of the license satisfies proof of compliance with applicable state and local health regulations; no additional certificate of compliance is required; and
 - (5) Such other information as the city may require and as requested in said application form.
- (f) *Review and investigation—Issuance or denial.* Upon receipt of an application for a license pursuant to this chapter, the director shall make or cause to be made any inquiry or investigation that may be necessary to determine whether the applicant is in compliance with the provisions of all applicable laws and ordinances as well as other applicable provisions of this Code. An annual inspection by the State of Oklahoma (if not completed in the previous twelve (12) months) and must be completed before an application is approved. Health inspections shall be conducted only as permitted by 63 O.S. §1-1151.

Upon completion of any investigation as provided for by this chapter, the application shall be reviewed to ensure compliance with all requirements and that the business

operation described shall not endanger property, public or private; shall not obstruct pedestrian or vehicular traffic and shall not increase risks to public safety.

Applications for a license shall be accompanied by a non-refundable processing fee (refer to the Manual of Fees). Fees shall not exceed the administrative cost of issuing the license.

The annual license fee (refer to the Manual of Fees) shall be due and payable by the applicant at the time the license is issued and may be prorated quarterly.

Within five (5) business days after receipt of the application, the application shall either be approved or disapproved. Grounds for disapproval shall be the following:

- (1) A finding that the application is incomplete;
 - (2) Nonpayment of all applicable fees;
 - (3) A finding that the application is not in conformance with any other applicable provisions of this section;
 - (4) The applicant is a person required to be registered pursuant to the state Sex Offenders Registration Act (57 O.S. § 581 et seq.), as amended; and
 - (5) Failed inspections as required by subsection (f).
- (g) *Expiration of license.* A license issued under this chapter shall expire June 30 each year, except for seasonal food service establishment and seasonal outdoor sellers, which shall expire 180 days from the date of issuance.
- Each licensee shall reapply for a license annually. Upon the submission of an updated application and the payment of the annual license fee, the license shall be renewed, provided that he continues to meet the requirements of this chapter.
- In the event that the licensee shall cease operation, either voluntarily or involuntarily, before the end of the period for which a license is issued, no part of the license fee shall be refunded.
- (h) *Renewal of license.* The holder of any expiring license, issued under this chapter, who desires a new license, shall file a written application for renewal. The application for renewal shall contain the information required.
- (i) *Exhibition of license—Transfer.* A license issued under this chapter shall be posted conspicuously at the place of business. Licenses issued under this chapter are not transferable.
- (j) *Health regulations.* All mobile vendors shall comply with all laws, rules and regulations regarding food handling, and all vehicles, equipment and devices used for the handling, storage, transportation and/or sale of food shall comply with all applicable laws, rules and regulations, as presently worded and as may be amended by law, in addition to any other rules and regulations as may be established by the by the State Commissioner of Health and applicable regulations of the Oklahoma State Department of Health or, where applicable, a city-county health department, consistent with 63 O.S. §§ 1-1118 and 1-1150 through 1-1154.

- (k) *Mobile vendor standards.* All mobile vendors licensed under this chapter shall conform to the following standards unless otherwise approved by the council:

Geographical restrictions. No mobile vendor shall sell or vend from his or her vehicle or conveyance when:

- (1) Within 300 feet of a public school grounds during the hours of regular school session, classes or school-related events in said public school, except when authorized in writing by said school; or
- (2) Within 300 feet of a public park of the city where a city authorized concession stand is located during times other than during the course of a public celebration except as approved by the city; or
- (3) Within 300 feet of city property where a city authorized concession stand is located during the course of a public celebration when nonprofit organizations are permitted to engage in the sale of merchandise and food at such property; or
- (4) Within 300 feet of the location for which a special event permit has been issued during the time specified from the start through completion of the special event;
- (5) No mobile vendor shall conduct business so as to violate any ordinances of the city regulating traffic and rights-of-way, as now in effect or hereafter amended;
- (6) No mobile vendor shall obstruct or cause to be obstructed the passage of a sidewalk, street, avenue, alley or any other public place by causing people to congregate at or near the place where food or other items are being sold or offered for sale;
- (7) No customer shall be served on the street side of the mobile unit. All service must be on the curb side when the mobile unit is on or abutting a public street;
- (8) All mobile vendors shall provide garbage receptacles for customer use;
- (9) No mobile vendor shall locate his or her vehicle or other conveyance in such a manner as to cause a traffic hazard;
- (10) At the conclusion of business activities at a given location the mobile vendor shall remove the vehicle, and shall clean all the public way surrounding his or her vehicle of all debris, trash and litter generated by the vendor's business activities;
- (11) All mobile vendors preparing food by cooking, frying or other means shall be equipped with a fire extinguisher as required by law;
- (12) Applicants for licenses issued pursuant to this chapter should be prepared to meet all additional requirements and conditions to operate in certain public areas of the city such as the Rose District of Main Street, Central Park, Special Events Park, property under the jurisdiction of the city parks department;
- (13) All electrical connections by mobile vendors shall fully comply with requirements of the National Electrical Code (NEC).
- (14) All mobile vendors shall operate in compliance with all city, state and federal laws.
- (15) The food vending vehicle and any generator shall be parked entirely on an all-weather surface. Customer queuing and the primary service window shall also be located on an all-weather surface or an accessible sidewalk. This requirement does

not authorize operation in locations otherwise prohibited by this Code. The Director may approve alternative surfacing that meets the definition of an all-weather surface.

Exception – City parks or special events: When operating pursuant to a City parks/special-event permit, the City Parks & Recreation Department may authorize temporary turf protection systems in lieu of paving, subject to site and weather conditions.

- (l) *Revocation of license.* A license issued pursuant to this chapter may be revoked, in writing, by the director or his designee for any of the following reasons:
 - (1) Any fraud, misrepresentation or false statement contained in the application for license;
 - (2) Any fraud, misrepresentation or false statement made in connection with the selling of products;
 - (3) Any violation of this chapter;
 - (4) Conducting the business licensed under this chapter in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- (m) *Surrender upon expiration or revocation.* When a license issued pursuant to the provisions of this chapter expires, or is revoked, its holder shall surrender it to the director and the license shall become the property of the city.
- (n) *Appeal.* Notice of adverse action. If the director or his authorized representative proposes to take any action adverse to an applicant, licensee or permittee, he shall establish a time, date and place for an administrative hearing and shall notify such person (hereinafter "respondent") of the pending action at the respondent's address contained on his most recent application. The notice shall be served on the respondent personally or by United States Mail, certified, return receipt requested. The notice shall be served or postmarked no more than ten days preceding the date of the administrative hearing and shall:
 - (1) Set forth in detail the proposed action and the reasons therefor;
 - (2) Designate any section of this chapter, any statute, ordinance or other authority which requires or supports the proposed action;
 - (3) Set forth the date, time and place of the administrative hearing;
 - (4) Advise the respondent that he may be present at such hearing to provide reasons why the proposed action should not be taken; and
 - (5) Advise the respondent that if he fails to appear at the administrative hearing, action may be taken in his absence.
 - (6) Copies of such notice shall also be sent to the complaining party, if applicable.
 - (7) Administrative hearing. An administrative hearing shall be held on the date and time and at the place contained in the notice described above.
 - (8) If the respondent appears, he shall be afforded an opportunity to be heard. Following the hearing, the director may take or refrain from taking the proposed

action or may modify the same by placing reasonable conditions on the respondent, or otherwise, according to the provisions of this chapter.

- (9) If the respondent fails to appear, notice of the decision made or action taken shall be given to the respondent and unless appealed to the city council as hereinafter provided, such decision shall be final and binding ten working days from and after the date of the decision.
- (10) Notice of the action taken or decision made shall be given by certified mail, return receipt requested or by personal delivery to the respondent, at the address given in the respondent's most recent application.
- (11) The respondent shall be advised of his right to appeal the action or decision to the city council.
- (12) Appeals to the council. Any person aggrieved by a decision of the director may file an appeal to the council by filing a written notice of appeal with the council secretary and the director within ten working days of the date of the decision complained of. Such notice shall specify the grounds for the appeal. A hearing on the appeal shall be heard by the council not later than 30 days from the date of filing the notice of appeal unless further delay is reasonable. If an appeal is filed, the director shall notify the complaining party, if applicable.
- (13) Enforcement stayed. If an appeal of the director's decision is made to the council, enforcement of such decision shall be stayed until the council has rendered its decision, unless the director certifies to the council that a stay would cause imminent danger to life or property.
- (14) Administrative costs. Any determination by the director regarding whether or not an applicant, licensee or permittee has failed to comply with any of the provisions of this chapter may also include the requirement that the applicant, licensee or permittee pay a sum not to exceed \$500.00 to defray administrative costs associated with the investigative and administrative hearing process.
- (o) *Violations—Penalties.* It shall be unlawful and a misdemeanor offense for any person, firm, corporation, limited liability company or other entity to violate any of the provisions of this chapter. Any such entity convicted of a violation of this chapter shall be guilty of a misdemeanor offense and shall be punished by a fine of not more than \$500.00, excluding costs, fees and assessments, or by imprisonment in the city jail for a period not exceeding six months, or by both such fine and imprisonment. Each day, or portion thereof, during which a violation is committed, continued or permitted shall be deemed a separate offense.

SECTION II. Severability.

If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION III. Emergency Clause.

It being immediately necessary for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED and the clause ruled upon separately this 21st day of October, 2025.

MAYOR

ATTEST:

(Seal) CITY CLERK

APPROVED:



ASSISTANT CITY ATTORNEY



City of Broken Arrow

Request for Action

File #: 25-1491, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-25

Title:

Consideration, discussion, and possible approval of an emergency measure for Ordinance 3894; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:

Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: None

Requested By: Trevor Dennis, City Attorney

Approved By: Community Development

Attachments: none

Recommendation:

Approve the emergency clause for Ordinance No. 3894



City of Broken Arrow

Request for Action

File #: 25-1505, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3898, to be codified, creating Article XVI, Broken Arrow Downtown Master Plan Advisory Committee, Section 2-230, created, Section 2-231, Appointments, Section 2-232, Removal of Office, Section 2-233, Organization, Section 2-234, Duties, specifically establishing the Broken Arrow Downtown Master Plan Advisory Committee, repealing all ordinances to the contrary; and declaring an emergency

Background:

In 2005, the City of Broken Arrow completed the Broken Arrow Downtown Master Plan. A product of that master plan is what has become to be known as the award-winning Rose District.

Most of the growth and reinvestment along Main Street has occurred between Kenosha Street (71st Street) and Houston Street (81st Street).

With all the success along Main Street stemming from the recommendations of the Downtown Master Plan of 2005, it's time to begin envisioning what Main Street and beyond could look like from Houston Street (81st Street) to Washington Street (91st Street). The next Downtown Master Plan study will not only look at potential future opportunities, but it will revisit the 2005 Downtown Master Plan recommendations and other supporting documents like the Downtown Residential Overlay District, to determine what has been successful and what might hinder future growth and development.

A big part of the successes along Main Street was the input from various stakeholders during the 2005 Downtown Master Plan study. This ordinance will allow the creation and formation of the Downtown Master Plan Advisory Committee, allowing input and engagement from various community stakeholder's. This advisory committee will be instrumental in establishing the vision and future opportunities for downtown Broken Arrow

Cost: N/A

Funding Source: N/A

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

File #: 25-1505, **Version:** 1

Attachments: Ordinance No. 3898

Recommendation:

Adopt Ordinance No. 3898 and approve the emergency clause.

ORDINANCE NO. 3898

AN ORDINANCE, TO BE CODIFIED, CREATING ARTICLE XVI, DOWNTOWN MASTER PLAN ADVISORY COMMITTEE, SECTION 2-230, CREATED, SECTION 2-231, APPOINTMENTS, SECTION 2-232, REMOVAL OF OFFICE, SECTION 2-233, ORGANIZATION, SECTION 2-234, DUTIES, SPECIFICALLY ESTABLISHING THE BROKEN ARROW DOWNTOWN MASTER PLAN ADVISORY COMMITTEE, REPEALING ALL ORDINANCES TO THE CONTRARY; AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I: The Broken Arrow Code is hereby amended to create Article XVI, Section 2-230, Broken Arrow Downtown Master Plan Advisory Committee and following to read as follows:

ARTICLE XVI. BROKEN ARROW DOWNTOWN MASTER PLAN ADVISORY COMMITTEE

Sec. 2-230. Created.

There is hereby created an agency of the City to be known as the Broken Arrow Downtown Master Plan Advisory Committee, which shall consist of approximately eighteen (18) to twenty (20) members. Each council member shall nominate two (2) committee members, the city manager shall nominate one committee members, the Broken Arrow Chamber shall nominate one committee member, the Broken Arrow Economic Development Corporation Board shall nominate one committee member, the Broken Arrow Public School Board shall nominate one committee member, the Planning Commission shall nominate two (2) committee members, the Tourism Board shall nominate one committee member, and one to three various stakeholders shall be nominated to serve as committee members. All committee nominations are subject to confirmation by a majority vote of the entire membership of the city council.

Sec. 2-231. Appointments.

Appointments shall be made for a term of twelve (12) months. Appointed members shall serve without compensation and shall not hold or be candidates for an elective public office, other than the City Council representatives to the Committee.

Sec. 2-232. Removal from office.

Members of the Broken Arrow Downtown Master Plan Advisory Committee shall be removed only for cause as provided in the Oklahoma Constitution and state laws for the removal of municipal elected officers and any City Ordinance governing boards, commissions, trusts or other agencies whose membership is appointed or confirmed by the City Council.

Sec. 2-233. Organization.

The Broken Arrow Downtown Master Plan Advisory Committee shall adopt rules for conducting its meetings and shall elect a Chairperson and Vice-Chairperson from among its members and a Secretary shall serve at the request of the Broken Arrow Downtown Master Plan Advisory Committee. All meetings shall be open to the public as provided by the Laws of Oklahoma.

Sec. 2-234. Duties.

The Broken Arrow Downtown Master Plan Advisory Committee shall:

- (a) Develop and provide input recommendations for the downtown master plan study including, but not limited to retaining a consultant to attend committee meetings and work with the committee to review the Downtown Master Plan;
- (b) Perform such other duties as may be established by ordinance or assigned by the City Council.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace and safety and therefore this ordinance shall become effective from the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 21st day of October, 2025.

MAYOR

ATTEST:

(SEAL) CITY CLERK

APPROVED:

CITY ATTORNEY



City of Broken Arrow

Request for Action

File #: 25-1506, **Version:** 1

Broken Arrow City Council
10-21-2025

Title:

Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3898; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:

Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: \$0

Funding Source: N/A

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments:

Recommendation:

Approve the emergency clause for Ordinance No. 3898.



City of Broken Arrow

Request for Action

File #: 25-1492, **Version:** 1

Broken Arrow City Council
Meeting of: 10-21-2025

Title:

Consideration, discussion and possible adoption of Ordinance No. 3897, an amendment to Broken Arrow Code of Ordinances, Chapter 2 - Administration, Article I, Section 2-17 - Authorizing Municipal Elected Officials and Municipal Judges to Carry Concealed Firearms for Self-Defense pursuant to the Municipal Carry Act

Background:

This ordinance amends Chapter 2, Article I of the Broken Arrow Code to implement Oklahoma's Municipal Carry Act (21 O.S. § 1277; effective November 1, 2025). It authorizes elected municipal officials who hold a valid handgun license to carry a concealed handgun within municipal buildings while performing official duties and recognizes state-law authority for municipal judges to carry within municipal courthouses while acting in the course and scope of employment. This ordinance does not expand rights beyond state law.

Carry under this ordinance is concealed only and does not apply in locations where state and federal law prohibit firearms. The City Manager and Chief of Police are authorized to adopt administrative procedures for purposes of including but not limited to locations where carrying a firearm is unlawful pursuant to state law, recordkeeping, and training related to this ordinance. Effective upon passage, but not earlier than November 1, 2025.

Cost: \$0

Funding Source: Source

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: Ordinance No. 3897.

Recommendation:

Adopt Ordinance No. 3897

ORDINANCE NO. 3897

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES, CHAPTER 2 – ADMINISTRATION, ARTICLE I – IN GENERAL; SECTION 2-17; AUTHORIZING MUNICIPAL ELECTED OFFICIALS AND MUNICIPAL JUDGES TO CARRY CONCEALED FIREARMS FOR SELF-DEFENSE PURSUANT TO THE MUNICIPAL CARRY ACT; PROVIDING FOR SEVERABILITY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OK:

SECTION I. Broken Arrow Code of Ordinances Chapter 2 – ADMINISTRATION, ARTICLE I – IN GENERAL; is hereby amended to read as follows:

SECTION 2-17 - Authorizing Municipal Elected Officials and Municipal Judges to Carry Concealed Firearms for Self-Defense pursuant to the Municipal Carry Act

(a) AUTHORIZATION FOR MUNICIPAL ELECTED OFFICIALS TO CARRY CONCEALED FIREARMS. Pursuant to 21 O.S. Section 1277 any elected official of a municipality who possesses a valid handgun license issued pursuant to the provisions of the Oklahoma Self-Defense Act, may carry a concealed handgun when acting in the performance of his or her official duties within municipal buildings that are within the jurisdiction of the elected official for the purpose of lawful self-defense.

(b) AUTHORIZATION FOR MUNICIPAL JUDGES TO CARRY CONCEALED FIREARMS. Pursuant to 21 O.S. Section 1277 any municipal judge, who is in possession of a valid handgun license issued pursuant to the provisions of the Oklahoma Self-Defense Act, when acting in the course and scope of employment within the courthouses of the municipality that are within the jurisdiction of the municipal judge are hereby authorized to carry concealed firearms during the performance of their official duties for the purpose of lawful self-defense

(c) AMENDMENT TO 21 O.S. 2021, SECTION 1277. This ordinance shall operate as a local amendment consistent with the authority granted under 21 O.S. § 1277, which permits municipalities to authorize the carrying of concealed firearms by elected officials on municipal property. Nothing in this ordinance shall be construed to conflict with state law or to authorize the carrying of firearms in locations prohibited by federal or state statute.

(d) LIMITATIONS AND CONDITIONS. (a) This authorization applies only to individuals who: (1) Are currently serving as elected officials of the City; (2) Hold a valid and current Oklahoma Concealed Carry License; and (3) Are not prohibited from possessing firearms under state or federal law. (b) Concealed firearms may not be carried in any building or facility where carrying is prohibited by state or federal law. (c) The City Manager may establish administrative policies for the purposes of including but not limited to locations where carrying a firearm is unlawful pursuant to state law, recordkeeping, and training related to this ordinance.

SECTION II. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

SECTION III. EFFECTIVE DATE. The effective date of this ordinance is Nov 1, 2025.

PASSED AND APPROVED this 21st day of October, 2025.

MAYOR

ATTEST:

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

Bid 25.181 Elevator Maintenance for Historical Museum	Bidder 1	Bidder 2	Bidder 3
<p>Description: This will be a time and materials agreement for elevator maintenance services. The awarded vendor shall provide all labor, materials, and equipment necessary to perform maintenance, inspections, and repairs as specified in the Scope of Work.</p> <p>Pricing shall be based on an hourly labor rate for certified elevator technicians, along with actual material and parts costs as needed. Emergency service rates, if applicable, must be clearly identified.</p> <p>Payment will be made based on actual work performed and materials used, subject to inspection and approval by authorized City personnel to ensure compliance with applicable codes, safety standards, and performance requirements.</p>	American Elevator Solutions, LLC	D and D Elevator Co.	Kone Elevator Escalators
Notary Public Commission Expires	5/28/2029	2/11/2029	8/8/2026
Regular Hourly Rate (Monday-Friday, 8AM-5PM) Per Hour	\$321.00	\$478.00	\$628.44
After-Hours/Weekend Hourly Rate Per Hour	\$545.00	\$478.50	\$1,116.45
Emergency Service Call Rate Per Hour	OT rates	\$478.50	\$1,116.45
Holiday Service Rate Per Hour	\$685.00	\$478.50	\$1,405.84
Trip Charge (if applicable) Per Trip	N/A	N/A	N/A
Minimum Call-Out Charge (if applicable) Each	OT rates	N/A	N/A
Material Markup (if any) Percentage over cost	20%	10%	N/A
Annual Preventative Maintenance Fee (if offered as a flat rate)	\$3,852.00	\$9,000.00	\$3,901.20
Price Summary - Rates and Charges	\$3,852.00	\$9,000.00	\$3,901.20

Bid 25.181 Elevator Maintenance for Historical Museum

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

Bid was sent out to (4) four Vendors with (3) three Vendors responding.

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

X Ryan Baze

Date: 9/26/2025

Ryan Baze, General Services Director

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
FIRE STATION 7 SITE REPAIRS
PROJECT NUMBER: 2635020**

1. PROFESSIONAL SERVICE PROVIDER:

- a. Name: GEODECA LLC
- b. Telephone No.: 918-949-4064
- c. Address: 6028 S 66TH E Ave, Tulsa, OK 74145

2. PROJECT TITLE AND LOCATION: BROKEN ARROW FIRE STATION 7 SITE REPAIRS LOCATED ON WASHINGTON BETWEEN ELM AND 9TH STREET

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

4. Compensation: Professional Service Provider shall be compensated a lump sum of Two Thousand Three Hundred Fifty and No/100 (\$2,350.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within twenty one (21) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

7. Insurance: The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation

and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

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

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

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

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

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

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

11. Electronic Signatures:

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

Professional Service Provider:

Company

By: Michael Spurgeon
Michael Spurgeon, City Manager

By: Russell Menden
Name:

Date: 10/15/2025

Title: LLC MEMBER, PLS

Attest: Curtis Green
City Clerk [Seal]

Date: 10-11-2025

Date: 10/15/2025

Attest: Cain Hughes
By: Managing Member
Title:

Date: 10/14/2025

Approved as to form:

D. Graham Parker 10/15/2025
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 14th day of October 2025, personally appeared Carrie A. Muzika, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Managing Member (Please circle or specify) of Company to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



[Signature]
Notary Public

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
FIRE STATION 7 SITE REPAIRS
PROJECT NUMBER: 2635020**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with Broken Arrow Fire Station 7. Services performed to include a limited topographic survey of approximately 95 feet x 185 feet area, as specified by Wallace Engineering, for repair of the Southwest section of the parking lot. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

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

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

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

3.1 The Professional Service Provider shall provide a limited topographic survey of approximately 95 feet x 185 feet area, as specified by Wallace Engineering, for repair of the Southwest section of the parking lot. Professional Surveying services shall also include height and location of curbs, location of sidewalks, drainage structures and edge of parking lot.

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

[END OF ATTACHMENT A]

**AMENDMENT NO. 1
TO
CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
DATED: AUGUST 26, 2025
PROJECT NAME: RADIO COMMUNICATION TOWER SURVEY
PROJECT LOCATION: E 131ST ST S AND S ASPEN AVE
PROJECT NUMBER: 191713**

1. Professional Service Provider:

- a. Name: CEC Corporation
- b. Telephone No.: 918.663.9401
- c. Address: 1300 S Main Street, Tulsa, OK 73119

2. Amendment(s):

The contract identified above ("Original Agreement") is amended as follows:

Paragraph 4., titled Compensation:, is amended to read as follows:

Professional Service Provider shall be compensated in a lump sum and the total compensation under this contract is Not to Exceed Six Thousand Seven Hundred and No/100 (\$6,700.00) for the original Scope of Professional Services rendered. And shall be compensated in a lump sum and the total compensation under this contract is Not to Exceed Nine Thousand Three Hundred and No/100 (\$9,300.00) for the amended Scope of Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

Attachment A Paragraph 3.0, titled SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:, is amended to read as follows:

3.1 The Professional Service Provider shall provide a full topographic survey of the area highlighted in Exhibit A of Attachment B. Professional Surveying services shall include:

- 3.1.1 Use or tie into Control Points established in CEC job #190376
- 3.1.2 Establish two (2) benchmarks in project vicinity and run differential level loop
- 3.1.3 Provide topographic survey services to include the following existing surface features: roads, curbs, drives, sidewalks, buildings, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, and visible and/or marked utilities
- 3.1.4 Utilities: "OKIE811" will be contacted at least two (2) weeks prior to survey and the locations as marked will be obtained.
 - 3.1.4.1 CEC will contact members listed on the OKIE ticket, request utility atlas

maps, and plot atlas maps as “per atlas map” if said maps are provided to CEC by the Utility Owner.

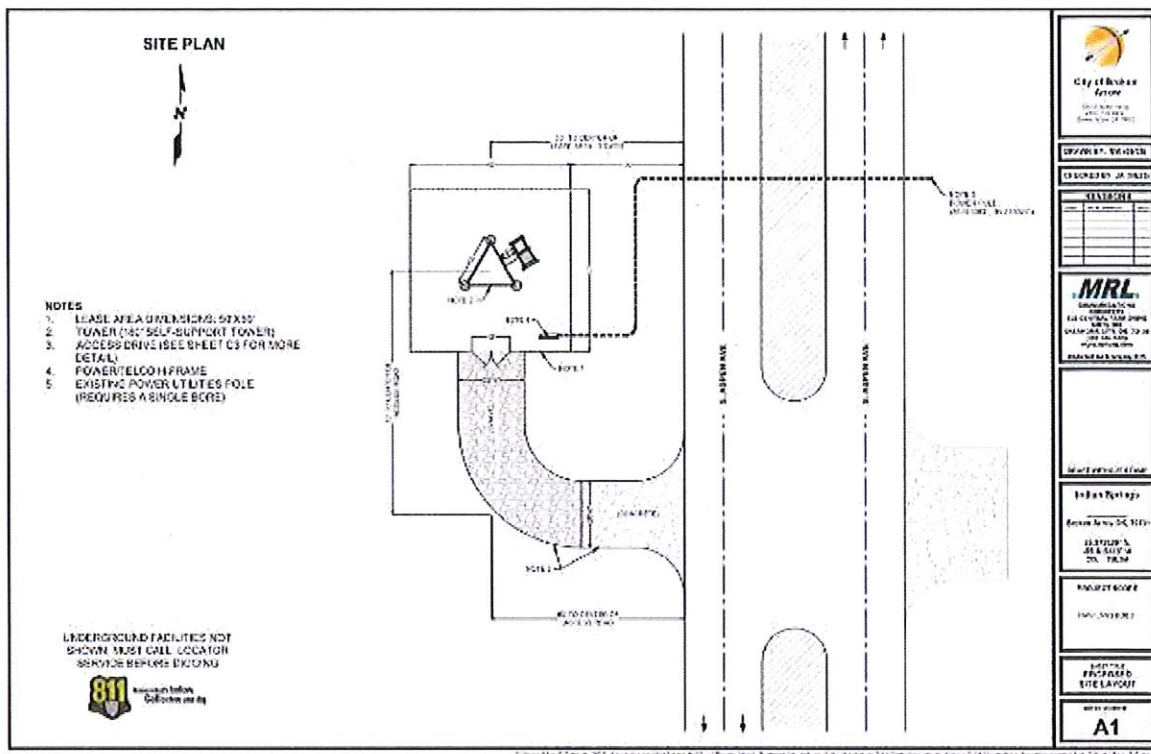
- 3.1.4.2 CEC is NOT responsible for unmarked or mismarked utilities
- 3.1.4.3 Utility information will be placed in the Civil 3d and/or AutoCAD drawing.
- 3.1.5 Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of survey limits)
- 3.1.6 Cross sections at 50’ density including applicable break lines
- 3.1.7 Contours at 1.0’ minimum density
- 3.1.8 FEMA Flood Zones and Classifications (see Exhibit “B” for FEMA Map)
 - 3.1.8.1 Depict flood zone generated from FEMA.gov by scaling map and graphic plotting only
- 3.2 The Professional Service Provider shall provide a Lease Legal Description and Exhibit Preparation of the area highlighted in Exhibit A of Attachment B. Professional Surveying services shall include:
 - 3.2.1 Document Research
 - 3.2.1.1 Research deeds, plats, and other documents from County Clerk’s and Assessor office / websites or through an abstractor/land services company
 - 3.2.2 Boundary Control Research
 - 3.2.2.1 Research section lines and/or property corners to be able to sufficiently tie down the lease to the proposed tower location
 - 3.2.3 Prepare legal description and exhibit at coordinates provided by CLIENT in attached Site Plan (Exhibit “B”)
 - 3.2.4 Prepare legal description and exhibit for one (1) roadway ingress/egress easement and one (1) power easement
- 3.3 The Professional Service Provider shall provide a Utility Easement Plotting of the area highlighted in Exhibit A of Attachment B. Professional Surveying services shall include:
 - 3.3.1 Document Research
 - 3.3.1.1 Research deeds, plats, utility easements, and other documents from County Clerk’s and Assessor office / websites or through an abstractor/land services company
 - 3.3.2 Depict Utility Easements within Survey Limits (Exhibit “A”)
- 3.4 The Professional Service Provider shall provide a FAA 1A or 2C Certification Professional Surveying services shall include:
 - 3.4.1 Prepare 1A or 2C Certification detailing horizontal and vertical accuracy at latitudes and longitude provided by CLIENT
- 3.5 DELIVERABLES
 - 3.5.1 Civil 3d file and AutoCAD file of all above items
 - 3.5.2 Topographic Survey sheet in pdf format (upon request)
 - 3.5.3 Survey Control and Topographic Survey Certifications
 - 3.5.4 Proposed lease and easement in PDF format
 - 3.5.5 1A or 2C Certificate in PDF format

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

Attachment B Exhibit A is amended to show as follows:



Attachment B Exhibit C is added to show as follows:



3. Entirety of Agreement: Except as amended herein and pursuant to all other properly executed amendments, the terms and provisions of the Original Agreement continue in full force and effect.

4. Effective Date: This Amendment No. 1 is effective upon signature of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:
CEC Corporation

By: Michael Spurgeon
Michael L. Spurgeon, City Manager

By: Samuel McGee
Signature

Date: 10/8/2025

Title: SURVEY DEPARTMENT MANAGER
Name: CEC
Office: OKLAHOMA CITY

Attest: Curtis Green
City Clerk [Seal]



Date: 10.7.25

Date: 10/8/2025

Attest: [Signature]
By: [Signature]
Signature or Corporate Seal

Title: Survey Crew Chief
Name: CEC
Office: OKlahoma city
Date: 10-7-25

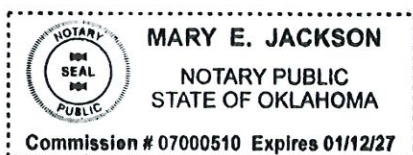
Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 7th day of October 2025, personally appeared Samuel McGee, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Manager (Please circle or specify)) of CEC Corporation to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



Mary E. Jackson
Notary Public

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
MILLICENT POND II DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26120**

1. PROFESSIONAL SERVICE PROVIDER:

- a. Name: Tulsa Engineering and Planning Associates, Inc.
- b. Telephone No.: 918.252-9621
- c. Address: 9810 E. 42nd St., Suite 100

2. PROJECT TITLE AND LOCATION: MILLICENT POND II DRAINAGE IMPROVEMENTS. PROJECT LOCATED ON PROPERTY TO THE EAST ABUTTING THE REAR LOTS 1-7 BLOCK 4 AND LOTS 40-42 BLOCK 3 IN THE MILLICENT POND II SUBDIVISION. MILLICENT POND II IS LOCATED EAST OF OLIVE AVE. AND SOUTH OF HOUSTON ST.

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

4. Compensation: Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Three Thousand and No/100 (\$3,000.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within thirty (30) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service

Provider and the City on the hours required for the work item.

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

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

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

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

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

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

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

11. Electronic Signatures:

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services

Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the City's requirements for submission of electronically signed and/or submitted documents.

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

By: Michael L. Spurgeon

Michael L. Spurgeon, City Manager

Date: 9/30/25

Attest: Curtis Green
City Clerk [Seal]

Date: 10/6/2025



Professional Service Provider:
Company

By: Russell K. Fischer
Name:

Russell K. Fischer

Title: President

Date: 09/30/2025

Attest: Kirk Richardson
By:

Name: Kirk Richardson

Title: Secretary/Treasurer

Date: 09/30/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

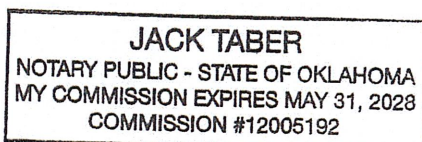


VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 30th day of September 2025, personally appeared Russell K. Fischer, known to me to be the President of Tulsa Engineering & Planning Associates, Inc., to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

[Signature]
Notary Public



**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
MILLICENT POND II DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26120**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services located along an unplatted tract along the rear lot line of Lots 1-7, Block 4 and Lots 40-42, Block 3 in the Millicent Pond II Subdivision. Survey is a 635 LF x 50 ft. strip along the rear lot line of above referenced lots in the City of Broken Arrow. Services performed to include a full topographic survey of approximately 0.73 acres for drainage improvements. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

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

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

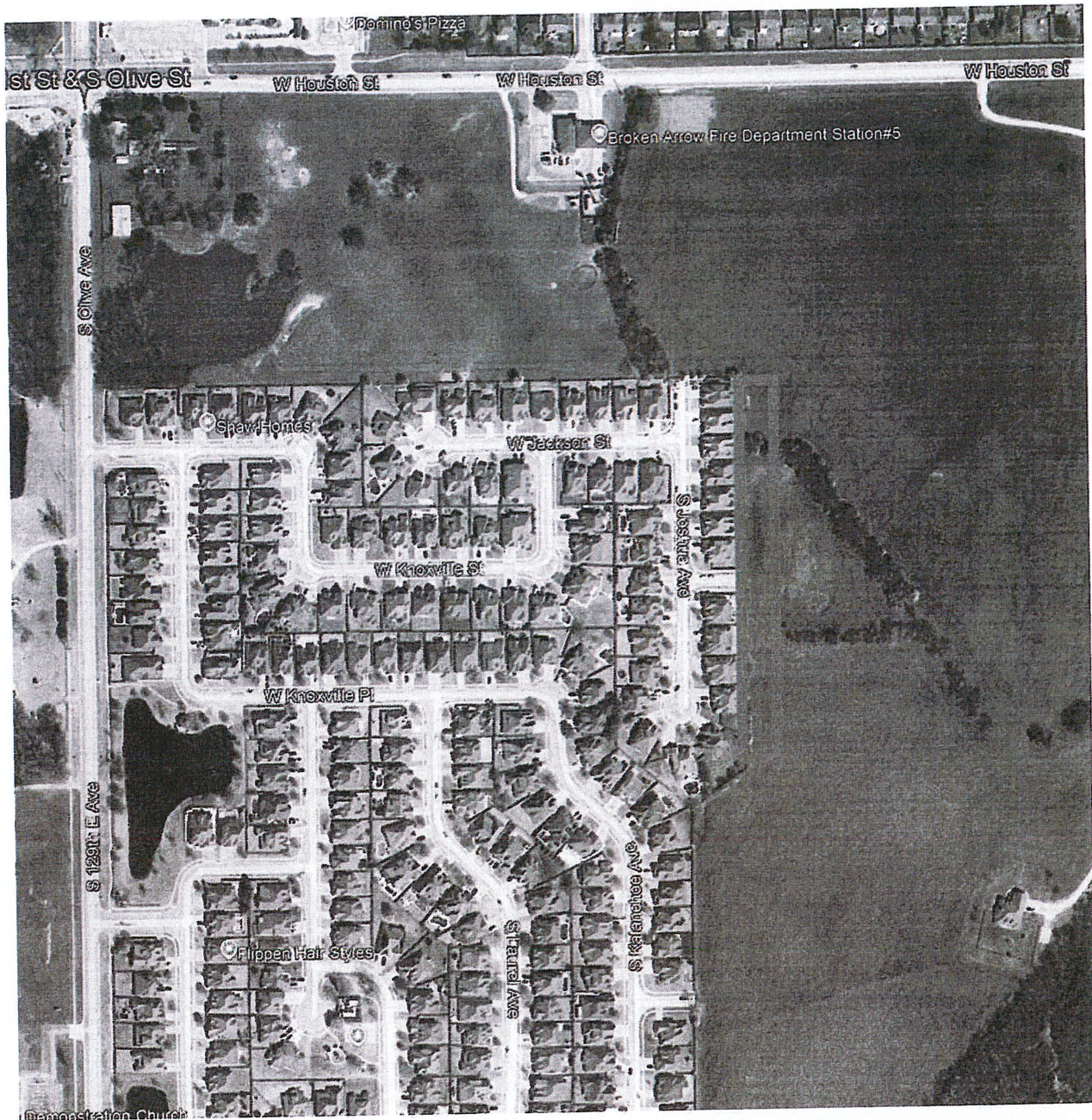
SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 The Professional Service Provider shall provide a full topographic survey of approximately 0.73 acres on an unplatted tract adjacent to the Millicent Pond II subdivision (see EXHIBIT 1 attached). Professional Surveying services shall also include: providing survey control and benchmarks; locating above ground improvements and utilities; locating below ground utilities based upon OKIE locates and information provided for utilities; site surveying; exhibits; and other surveying related services. See attached Exhibits 1 for location/footprint.

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

[END OF ATTACHMENT A]

EXHIBIT 1: SURVEY LIMITS



ADDENDUM TO ORDER FORM: HPA

This **ADDENDUM TO ORDER FORM: HPA**(“**Addendum**”), dated as of this 9th day of October, 2025, is entered into by and between City of Broken Arrow as Plan Sponsor and Plan Administrator (“**Sponsor**”) on the one hand and Personify Health Holding Company, LLC, and its subsidiaries including Personify Health Solutions, LLC, Benefit Administrative Systems, LLC, HealthComp, LLC, Benefit Assistance Company, LLC and MedCom Care Management, L.L.C. (each as applicable and as identified in the signature block below and each with a place of business located at 75 Fountain Street, Suite 310, Providence, RI 02902) (“**Personify Health**”) (each of Sponsor and Personify Health a “**Party**” and together the “**Parties**”), and relates to and supplements the current and in-effect Order Form: HPA, entered into by and between Personify Health and Sponsor (the “**Agreement**”).

WHEREAS, Personify Health and Sponsor entered into the Agreement in connection with Personify Health’s provision of administrative services for Sponsor’s self-funded employee welfare benefit plan pursuant to the Employee Retirement Income Security Act of 1974 as amended, (the “**Plan**”) for certain employees of Sponsor and for certain dependents of such employees (“**Participants**”);

WHEREAS, Sponsor wishes to terminate the Agreement effective 11:59p.m on December 31, 2025 (“**Termination Date**”) and Sponsor requests Personify Health to provide an extension of the Agreement to provide Services for claims that were incurred prior to the Termination Date but received after the Termination Date as described in the Run-Out Services Agreement attached hereto (“**Run-Out Services**”);

WHEREAS, the capitalized terms used in this Addendum and the Run-Out Services Agreement and not otherwise defined therein shall have the same meaning as set forth in the Agreement;

NOW, THEREFORE, in consideration of the Parties’ continued business relationship, foregoing premises and the mutual promises hereinafter contained, the sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Amendment. The Agreement is hereby amended as follows:
- a. By adding the following Run-Out Services Agreement as it relates to the terms and conditions of run-out services.
2. Entire Agreement. This Addendum, the Agreement, and the Business Associate Agreement (along with all exhibits, appendices, attachments, or amendments thereto) constitute the entire understanding between the Parties relating to the subject matter hereof and is hereby ratified and confirmed by the Parties. Except as expressly amended by this Addendum, the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Addendum as of the last date below.

CITY OF BROKEN ARROW

PERSONIFY HEALTH SOLUTIONS, LLC

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

Run-Out Services Agreement

This Run-Out Services Agreement shall be effective as of the “**Run-Out Order Start Date**” and, unless terminated in accordance with the Agreement and the Payment Terms & Conditions below, continue until the “**Run-Out End Date**” set forth in the table below (the “**Run-Out Period**”).

With respect to any conflict between the terms and conditions set forth in the Agreement and those in this Run-Out Services Agreement, the terms of this Run-Out Services Agreement shall apply but solely with respect to the service purchased and listed in the table entitled “Selected Services & Fees” below.

Selected Services & Fees								
Services	Run-Out Order Start Date	Run-Out Order End Date	Run-Out Term	Billing Unit	Current Administration /Access Fee	Average Eligibility for last 6 months of Services	Months of Services Billed	Total Price For Run-Out Services
Run-Out Services	01/01/2026	12/31/2026	12 Months	Flat Fee	\$17.01 PEPM	610	4	\$41,504.40
Cigna PPO Wrap Network Service Fees	01/01/2026	12/31/2026	12 Months	Flat Fee	\$4.01 PEPM	610	4	\$9,784.40
						Run Out Service Fees:		\$51,288.80

Payment Terms and Conditions:

1. Fees must be paid no later than thirty (30) days prior to the Run-Out Order Start Date.
2. All Services in the Agreement will continue through the Run-Out Period.
3. PERSONIFY HEALTH agrees to process under the Plan only those claims incurred prior to the Run-Out Order Start Date and received by PERSONIFY HEALTH on or prior to the Run-Out Order End Date.
4. Upon expiration of the Run-Out Period, claims will be returned to Sponsor at the address provided in the notice section of the Agreement.
5. The provisions of the Agreement, including the Data Security Exhibit and Business Associate Agreement shall apply and be applicable to the extent necessary for the all claims processed during the Run-Out Period.
6. Sponsor shall notify its Participants of the importance of filing all run-out claims as soon as possible. If any run-out claims are eligible for excess risk reimbursement, PERSONIFY HEALTH will file any claims eligible under any excess risk contract in force prior to the beginning of the Run-Out Period. For claims not covered by such excess risk contract, PERSONIFY HEALTH will have no responsibility, risk, liability or obligation to file any claim with any excess risk policy, but will provide relevant information on claims to Sponsor or to its designee, upon request, for use in making a claim to any excess risk reinsurance carrier for any reinsurance contract protecting such exposure.
7. Sponsor will notify PERSONIFY HEALTH immediately if Sponsor is experiencing difficulty funding run-out claims account. Additionally, if Sponsor initiates proceedings pursuant to any chapter of the U.S. Bankruptcy Code, whether voluntarily or involuntarily, Sponsor, upon the occurrence of any of these events, shall immediately notify PERSONIFY HEALTH, all Participants, and applicable governmental or regulatory authorities. Should the Sponsor fail to provide such notification, PERSONIFY HEALTH is authorized to provide such notification.
8. If Sponsor does not provide PERSONIFY HEALTH with the Run-Out Service Fees, as noted above, within 30 calendar days prior to the Run-Out Order Start Date, PERSONIFY HEALTH will cease processing run-out claims and will terminate this Addendum effective immediately.

INTERAGENCY AGREEMENT**07/01/2024****Between****FAMILY & CHILDREN'S
SERVICES, INC.****and City of Broken Arrow, a Municipal Corporation
on Behalf of the BROKEN ARROW FIRE DEPARTMENT**

WHEREAS, Family & Children's Services, Inc. ("FCS"), a non-profit corporation incorporated in the state of Oklahoma, and **City of Broken Arrow, a Municipal Corporation on Behalf of the Broken Arrow Fire Department** ("BAFD") incorporated in the state of Oklahoma, have come together to develop a cooperative relationship for clients who utilize both agencies.

WHEREAS, the parties seek to engage in a Fire First Responder-behavioral health Post-Crisis cross-system collaboration agreement to improve public health and safety responses and outcomes for individuals with mental health disorders (MHDs) and co-occurring mental health and substance use disorders (MHSUDs).

WHEREAS, FCS, as a Certified Community Behavioral Health Clinic (CCBHC) seeks to provide crisis response, evaluation, and stabilization Services.

WHEREAS, BAFD seeks the Services of an FCS Case Manager to provide crisis response, evaluation, and stabilization Services.

WHEREAS, FCS desires to perform such Services on the terms and conditions set forth hereafter in this Interagency Agreement ("IA").

THEREFORE, in consideration of the Services described herein and of the mutual benefits and obligations set forth in this IA, FCS and BAFD (individually the "Party" and collectively the "Parties" to this IA) agree as follows:

SECTION 1: Description of Organizations

Family & Children's Services, Inc. FCS is the leading outpatient nonprofit behavioral healthcare organization in Tulsa, Oklahoma, and surrounding communities. As both a Community Mental Health Center and a Certified Community Behavioral Health Clinic, FCS provides integrated and comprehensive mental health care alongside physical health coordination and extensive social services. Through over 70 programs, the agency restores children's well-being, aids victims of abuse, empowers individuals and families, offers hope and recovery for adults grappling with mental health issues and addictions, and steers individuals away from involvement in the criminal justice system. Services are accessible and provided at 85 locations throughout Tulsa via a network of 10 FCS Tulsa office locations, 25 co-located sites throughout the greater Tulsa metropolitan area.

City of Broken Arrow BAFD.

BAFD protects lives and property from fires, medical emergencies, and all natural and man-made

disasters. It provides the highest level of public service. They seek to reduce the rate and severity of emergencies through continuous training, public education, fire prevention and disaster management services.

SECTION 2: Responsibilities & Performance of Services of FCS

1. Warrant that all Services provided under this IA shall be performed in a complete and skillful manner by trained, competent, and experienced personnel. Services provided shall be consistent with evidence-based, client-centered models and practices.
2. Notify BAFD immediately of any unscheduled disruption in schedule or availability.
 - a. Notify BAFD immediately if an embedded case manager is reassigned so that access to BAFD can be suspended immediately.
3. Provide crisis response, evaluation, and stabilization services to any resident of Tulsa County, Oklahoma and address management of the consumer's ongoing treatment needs.
4. Provide crisis response, evaluation, and stabilization services to recipients of BAFD outside of Tulsa County and address management of the consumer's ongoing treatment needs to ensure no individual is denied behavioral healthcare services by offering a continuation of Services with FCS or a referral to CREOKs for residents of Wagoner County, Oklahoma.
5. Participate in partnership meetings to review performance, additional service needs, and other topics relevant to this IA.
 - a. FCS Leadership and case manager will participate in weekly Collaboration Work Groups with BAFD to discuss project challenges and collaboratively implement agreed upon solutions.
 - b. FCS case manager will participate in daily case reviews as needed with BAFD.
 - c. FCS and BAFD will work together to evaluate and improve workflows and develop strong interdepartmental relationships.
6. Provide one (1) full time case manager to provide mental health crisis post-navigation services for individuals referred by Emergency Medical Services Officer ("EMSO") or other chief officer following a BAFD response.
 - a. FCS case manager will provide mental health and co-occurring mental health and substance abuse education and skills training to designated BAFD employees for responding to crisis in the community.
7. Prohibit unauthorized employees to access the BAFD headquarters and shall maintain the necessary security measures to prevent such unauthorized access.
 - a. FCS shall abide by BAFD policies and procedures while on premises.
8. Provide Clinical Leadership to oversee the clinical processes with FCS staff.
9. Share with BAFD applicable crisis response and post navigation outcome data for process improvement and evaluation purposes.
10. Provide laptops or other necessary technology equipment for use by embedded FCS staff.
11. Services will be available to the Broken Arrow Police Department (BAPD) upon request and approval from BAFD.
12. Carry out anti-opioid abuse strategies as follows:

- a. Provide post-overdose response to individuals encountered by BAFD.
- b. Support mobile anti-opioid intervention, facilitation of treatment and recovery services for individuals who have experienced opioid overdoses.
- c. Support workforce deployment for addiction professionals who work with persons with Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder (“SUD”)/Mental Health (“MH”) conditions.
- d. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
- e. Implement a co-responder and/or alternate responder model to address OUD-related 911 calls with greater SUD expertise.

SECTION 3: Responsibilities of BAFD

1. Immediately notify FCS Services of any unscheduled disruption in schedule or availability.
2. Participate in partnership meetings with FCS to review performance, additional service needs, and other topics relevant to this IA.
 - a. Participate in weekly Collaboration Work Groups with FCS to discuss project challenges and collaboratively implement agreed upon solutions.
3. Provide an EMSO to engage in all warm handoffs with FCS post-crisis navigation services.
4. Provide any appropriate and necessary education and skills training to designated FCS employees for responding to crisis in the community.
5. Share with FCS agreed upon data points to develop utilization and outcome reports for collaborating and funding partners.
6. Conduct background checks on all FCS staff that will have access to the BAFD Computer Aided Dispatching System (CADS) and based on the results of the background check will make determinations about issuing security access and badges to FCS employees.
 - b. Provide access to FCS to the BAFD headquarters during designated shifts.
 - c. Provide workspace at a Fair Market Value for FCS employee(s) to access during their shifts. BAFD will also provide a lockable space for computer equipment to be secured while FCS staff are not on site.
7. Implement a co-responder and/or alternate responder model to address OUD-related 911 calls with greater SUD expertise.

SECTION 4: Performance of Services

1. The Services to be performed and specific hours for FCS personnel to be embedded at BAFD shall be: The case manager will work 9:00 am to 6:00 pm, Monday through Friday, BAFD located at 1101 N. 6th St., Broken Arrow, OK 74012.

SECTION 5: Performance Period & General Conditions

1. This IA is effective July 1, 2024, and shall terminate June 30, 2025. Thereafter, this Agreement will automatically renew for successive terms of one (1) year, until this

Agreement is terminated upon mutual agreement of both Parties.

2. Any Party may terminate this IA for any reason with thirty (30) days written notice.
 - a. In the event a Party desires to terminate this IA, notice of said election to terminate shall be in writing and delivered to the point of contact for the respective parties per Section 8 herein.
3. Upon termination of this IA, it shall be null, void, and of no further force and effect, and no Party shall have any further rights, duties, or obligations under this IA, and any, and all such relationships between the Parties shall cease and terminate except as otherwise expressly provided in this Agreement, the provisions of which shall remain in full force and effect between the Parties hereto after the termination of this IA, as provided below.

SECTION 6: Relationship of the Parties

1. In providing the Services under this IA it is expressly agreed that FCS is acting as an independent contractor and is not an employee.
2. FCS and BAFD acknowledge that this IA does not create a partnership or joint venture between them and is exclusively a contract for Services.
3. Nothing expressed or implied under this IA is intended to preclude FCS from offering Services, by or through its employees, to any other persons, firms, or entities as FCS shall see fit, subject only to FCS's obligations to provide Services to BAFD as required under this IA during the term hereof.
4. BAFD is not required to pay or make any contributions to any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for FCS during the term of this IA.
5. FCS is responsible for paying and complying with reporting and federal taxes related to payments made to FCS under this IA.
6. FCS expressly acknowledges covenants and agrees that it will not be entitled to receive any of the benefits which employees of BAFD are ordinarily accorded by reason of such employment, e.g., insurance coverage, retirement benefits, etc.

SECTION 7: Confidentiality & HIPAA Compliance

The Parties accept responsibility for ensuring compliance with applicable state and federal laws regarding confidential information that may come into its possession pursuant to this IA. The Parties further acknowledge and understand that the provision of mental health consultation and treatment services through the terms of this Agreement requires FCS access to and collection of protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). FCS, as a mental health provider, agrees that it will ensure compliance with these provisions and any other applicable laws, including but not limited to 42 CFR Part 2, at all times. BAFD recognizes that it will not have access to certain mental health and substance use treatment information.

SECTION 8: Notices

Unless otherwise mutually agreed upon in writing by Parties, all notices, requests, demands, or other communications required or permitted by the terms of this IA shall be given in writing and delivered to the point of contact for the respective parties as follows:

Family & Children's Services, Inc.	
Name	Taylor Rowley
Title	General Counsel
email	legal@fcsok.org
Phone	918-600-3806
Mailing Address	ATTN: Legal Department Family & Children's Services, Inc. 5310 E. 31 st St., Suite #800 Tulsa, OK 74135
City of Broken Arrow, a Municipal Corporation on Behalf of the Broken Arrow Fire Department	
Name	Trevor Dennis
Title	City Attorney
email	918-259-2400
Phone	ATTN: Legal Department
Mailing Address	220 S. 1 st Street Broken Arrow, Ok 74012

SECTION 9: Insurance

BAFD and FCS agree to maintain: (i) General Liability Insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Each party will be named as an additional insured of the other party on all policies as permitted under law for the term of the Agreement. Certificates of Insurance will be provided to each party by the other within thirty (30) days after the execution of this Agreement and upon renewal.

SECTION 10: Amendment or Modification

Any amendment or modification of this IA or additional obligation assumed by a Party in connection with this IA shall only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

SECTION 11: Severability

If any provision of this IA shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this IA is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

SECTION 12: Survival of Provisions

The expiration or termination of this Agreement will not affect the rights or obligations of any Party with respect to CONFIDENTIALITY or INDEMINIFICATION.

SECTION 13: No Waiver

A Party to this Agreement may decide or fail to require full or timely performance of any obligation arising under this Agreement. The decision or failure of a Party hereto to require full or timely performance of any obligation arising under this Agreement whether on a single occasion or on multiple occasions shall not be deemed a waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

SECTION 14: Dispute Resolution

The Parties will attempt to resolve any dispute that may arise in connection with the work performed under this Agreement. If any dispute cannot be resolved informally, the Parties agree initially to submit the matter to mediation pursuant to the services of an established mediation service mutually agreed upon by the Parties and with the venue of the mediation being Tulsa, Oklahoma. In the event the matter cannot be resolved by mediation, all claims and controversies of any kind relating to this Agreement shall be finally settled by binding arbitration before a single arbitrator in Tulsa, Oklahoma, in accordance with the rules then in effect from the American Arbitration Association. All Parties to this Agreement shall be bound by the decisions in any such arbitration, and judgment upon such arbitration may be entered by any court of proper jurisdiction.

SECTION 15: Governing Law

All agreements within this IA are subject to, and will be carried out in compliance with, all applicable laws, regulations, and other legal requirements of the State of Oklahoma and Tulsa County.

The Parties agree that the stated consideration is sufficient, and the terms of this IA shall be binding on all Parties. All individuals undersigned are of sound mind, age of majority, possess the legal capacity to contract, and if signing on behalf of a corporation, partnership, or entity, have the necessary authorization to enter into a binding contract.

We, the undersigned, have read and agree with this Interagency Agreement.

AGREED TO ON THIS 17th day of June 2024:

Debra Wimpee _____

Debra Wimpee,
Mayor of the City of Broken Arrow, OK
City of Broken Arrow, a Municipal Corporation
on Behalf of the Broken Arrow Fire Department
dwimpee@brokenarrowok.gov

Adam Andreassen _____

Adam Andreassen
President & Chief Executive Officer
Family & Children's Services, Inc.

aandreassen@fcsok.org

Curtis Green 6/26/2024



APPROVED AS TO FORM:

[Signature]

Deputy City Attorney