



**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*

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**Tuesday, December 16, 2025**

**6:30 PM**

**Council Chambers**  
**220 South 1st Street**  
**Broken Arrow, OK**

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**1. Call to Order**

**2. Invocation**

**3. Roll Call**

**4. Pledge of Allegiance to the Flag**

**5. Consideration of Consent Agenda**

- A.     [25-29](#)             Approval of the City Council Minutes of December 02, 2025
- B.     [25-1751](#)       Approval of and authorization to execute Budget Amendment Number 17  
for Fiscal Year 2026
- C.     [25-1752](#)       Approval of and authorization to execute Budget Amendment Number 18  
for Fiscal Year 2026
- D.     [25-1730](#)       Approval of and authorization to execute Resolution No. 1728, a  
Resolution authorizing the City Attorney to defend Stephen Garrett in the  
matter of August John Wakat, Jr. v. City of Tulsa, et al., Case No.  
CJ-2025-5084, in the Tulsa County District Court
- E.     [25-1731](#)       Approval of and authorization to execute Resolution No. 1729, a  
Resolution authorizing the City Attorney to defend Crickett Moore in the  
matter of August John Wakat, Jr. v. City of Tulsa, et al., Case No.  
CJ-2025-5084, in the Tulsa County District Court
- F.     [25-1712](#)       Approval of and authorization to execute a revised Benefit Program  
Application (ASO BPA) with Blue Cross Blue Shield (BCBS of Oklahoma),  
changing the definition of retiree, and adopting the revised Plan Document,  
effective January 1, 2026

- G. [25-1722](#) Approval of and authorization to execute an agreement between the City of Broken Arrow and Landmark Aquatic to provide Nienhuis Aquatic Facility Pool Painting, (Project No. 2560300), pursuant to the BuyBoard National Purchasing Cooperative Interlocal Participation Agreement
- H. [25-1718](#) Approval of and authorization to execute a professional services agreement with Thomson Reuters to provide the Broken Arrow Police Department with CLEAR
- I. [25-1735](#) Approval of and authorization to execute a Cyber Policy with Travelers Casualty and Surety Company of America to be effective January 1, 2026
- J. [25-1711](#) Approval of and authorization to execute an Interagency Agreement with Tulsa County for services provided by the Tulsa Area Community Intervention Center
- K. [25-1748](#) Approval of and authorization to execute an Interlocal Agreement between the County of Tulsa, Oklahoma and the City of Broken Arrow, Oklahoma concerning County Road and Bridge Maintenance and Repair
- L. [25-1511](#) Approval of and authorization to execute Public Road Crossing Closure and Removal Agreement, between Union Pacific Railroad (UPRR) and the City of Broken Arrow, for the 43rd Street Improvements project (ST23230) and authorization to execute Resolution No. 1727, a resolution authorizing the closure of South 219th East Avenue over Union Pacific Railroad
- M. [25-1765](#) Approval of and authorization to execute Amendment Number 2 of the Interlocal Agreement between Wagoner County and the City of Broken Arrow regarding the identification and exchange of ownership, construction, maintenance, operations, and financial responsibilities for public infrastructure directly associated with jurisdictional boundary roadways
- N. [25-1733](#) Approval of and authorization to execute a Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Adult Softball Club, Incorporated (BAASC)
- O. [25-1727](#) Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Girls Softball League
- P. [25-1729](#) Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Soccer Club
- Q. [25-1732](#) Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Youth Baseball Association, Incorporated



- R.**     [25-1728](#)     Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Youth Football Association Incorporated in conjunction with the Broken Arrow Lacrosse Club
- S.**     [25-1755](#)     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
- T.**     [25-1743](#)     Approval of and authorization to execute the Tyler Technologies quote for Vendor Access
- U.**     [25-1710](#)     Approval of and authorization to purchase upgrade of LPR cameras for the police department from Orion Security Solutions, pursuant to Oklahoma Statewide Security Equipment Contract No. 0900000569
- V.**     [25-1717](#)     Approval of and authorization to execute the Purchase of one (1) Ford Crew Cab F-250 from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Solid Waste and Recycling Department
- W.**     [25-1668](#)     Approval of the appointment of Ben Buie and Davis Robson to the Broken Arrow Economic Development Corporation (BAEDC) Board of Directors for a term beginning January 1, 2026, and expiring December 31, 2028
- X.**     [25-1657](#)     Approval of and authorization to execute Change Order No. 1 with Ira M. Green Construction for the Highland Park Rugby Fields (22501871)
- Y.**     [25-1749](#)     Approval of PT-002515-2025|PR-000629-2025 (Conditional Final Plat), Oklahoma IOS Land Company Re-Do, approximately 40.14 acres, 2 Lots, IL (Industrial Light)/PUD-001785-2024, located approximately one-quarter mile west of 23rd Street (S. 193rd E. Ave/County Line Rd) and north of Houston Street (81st Street)
- Z.**     [25-1739](#)     Approval of and authorization of Final Acceptance for the public improvements at Antler Falls located at 25900 East 81st Street South
- AA.**   [25-1736](#)     Approval of and authorization of Final Acceptance for the public improvements at Creekside at Forest Ridge Phase 2 located at 7200 East Kenosha Street
- AB.**   [25-1737](#)     Approval of and authorization of Final Acceptance for the public improvements at Elysian Fields Phase 2 located at East 121st Street and Garnett Road
- AC.**   [25-1738](#)     Approval of and authorization of Final Acceptance for the public improvements at Evergreen Baptist Church Phase 5 located at 5900 West Florence Street

- AD. [25-1696](#) Approval of and authorization of Final Acceptance for the public improvements at McDonalds USA, LLC at Dearborn located at 3755 East Dearborn Street
- AE. [25-1695](#) Approval of and authorization of Final Acceptance for the public improvements at South Park Commercial located at 904 West Jasper Street
- AF. [25-1697](#) Approval of and authorization of Final Acceptance for the public improvements at West Oakland Place Extension located at 500 West Oakland Place
- AG. [25-1742](#) Ratification of the Claims List Check Register Dated December 08, 2025

## **6. Consideration of Items Removed from Consent Agenda**

## **7. Public Hearings, Appeals, Presentations, Recognitions, Awards - NONE**

## **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. [25-1616](#) Consideration, discussion and possible approval of an extension of displaying banners on city-owned light poles at the Events Park - Ordinance No. 3747, an Ordinance amending Section 5.10 (Light Pole Banners and Decorations) of the Broken Arrow Zoning Ordinance
- B. [25-1754](#) Consideration, discussion, and possible approval of the 2026 GO Bond Final Project Package and approve staff to prepare appropriate ordinances, and resolutions to call for the election on April 7th, 2026 (Project No. 2417260)

## **10. Preview Ordinances**

- A. [25-1741](#) Consideration, discussion, and possible preview of Ordinance No. 3902, an Ordinance amending the City of Broken Arrow Code of Ordinances Chapter 10, Fire Prevention And Protection, Article II, Division I, Section 10-27, entitled "Specialized services," specifically removing "Hazmat cleanup;" amending Chapter 10, Fire Prevention and Protection, Article IV, entitled "Explosives," specifically reserving Sections 10-106 to 10-120; enacting Chapter 10, Fire Prevention and Protection, Article V, entitled "Hazardous Materials Incident Response;" repealing Chapter 13.1, entitled "Hazardous Materials and Waste;" and repealing all ordinances to the contrary

## **11. Ordinances**

- A. [25-1746](#) Consideration, discussion, and possible adoption of Ordinance No. 3901 amending Section 16-12 of the Broken Arrow Code of Ordinances to add a new subsection addressing noise generated by places of public assembly located near residential property

- B. [25-1747](#) Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3901; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

**12. Remarks and Inquiries by Governing Body Members**

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

**14. Executive Session**

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

- 1. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Amanda Drake, Tort Claim No. TRT 1737.2026, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);**
- 2. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Kerisa Roughface, Tort Claim No. TRT 1751.2026, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);**
- 3. A pending eminent domain litigation proceeding, asserted by the City of Broken Arrow against Sanford Farms, LLC, et al.; Tulsa County District Court Case No. CJ-2025-2139, and taking appropriate action in open session, including possible authorization to settle the proceeding, under 25 O.S. §307(B)(4).”**

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

**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

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**File #:** 25-29, **Version:** 1

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**Broken Arrow City Council  
Meeting of: 12-16-2025**

**Title:**

Approval of the City Council Minutes of December 02, 2025

**Background:**

Minutes recorded for the City Council Meeting.

**Cost:**

**Approximately \$165**

**Funding Source:**

City Clerk Operational Fund

**Requested By:**

City Clerk's Office

**Approved By:**

City Manager's Office

**Attachments:**

**December 02, 2025 City Council Minutes**

**Recommendation:**

Approve the minutes of the December 02, 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

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Tuesday, December 2, 2025	Time 6:30 p.m.	Council Chambers
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**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. 25-28 Approval of the City Council Minutes of November 17, 2025
- B. 25-1672 Acceptance of Planning Commission meeting minutes of November 6, 2025
- C. 25-1673 Acknowledgement of submittal of the revised Manual of Fees for FY 26
- D. 25-1690 Approval of and authorization to execute Budget Amendment Number 11 for Fiscal Year 2026
- E. 25-1691 Approval of and authorization to execute Budget Amendment Number 12 for Fiscal Year 2026
- F. 25-1692 Approval of and authorization to execute Budget Amendment Number 13 for Fiscal Year 2026
- G. 25-1693 Approval of and authorization to execute Budget Amendment Number 14 for Fiscal Year 2026
- H. 25-1612 Notification of Quarterly Enterprise Resource Planning (ERP) Systems Status Report for City Council
- I. 25-1683 Approval of and authorization to execute a First Amended Services Contract between the City of Broken Arrow and Broken Arrow Seniors, Inc.
- J. 25-1649 Approval of and authorization for the Police Department to accept the award of the Department of Justice Office of Community Oriented Policing Services (COPS Office) Hiring Grant
- K. 25-1679 Approval of and authorization to execute an Amendment to extend the Service Agreement (contract renewal) for one year with Momentum Services for Nuisance Abatement Property Structure Securing
- L. 25-1701 Approval of and authorization to execute a Professional Consultant Agreement Amendment 2 with Selser Scheafer Architects (aka: Narrate Design) for completion of ALTA/NSPA with Topographic Survey, Utility Electronic Locates, and Easement Report (Project No. 2417170)
- M. 25-1677 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
- N. 25-1651 Approval of and authorization to utilize Opioid Abatement Settlement funds for the vehicle, equipment, and outfitting purchases of two (2) Chevrolet Traverses for the Crisis Response Team, and authorize approval of Fiscal Year 2026 Budget Amendment Number 10
- O. 25-1664 Approval of and authorization to purchase structural firefighting coats and pants from NAFECO pursuant to Sourcewell Contract 010424-LIO, and firefighting boots and helmets from Casco Industries Inc., pursuant to the Oklahoma State Purchasing Contract

SW 0241

- P. 25-1655 Approval of and authorization to execute the purchase of Ninja Enterprise Pro, the RMM (Remote Management and Monitoring) tool set for one year through SHI
- Q. 25-1645 Approval of and authorization to purchase police department practice and duty ammunition from Precision Delta, pursuant to the Oklahoma Statewide Contract
- R. 25-1654 Approval of and authorization to purchase the renewal of annual Cisco support subscriptions through Presidio for one year pursuant to the Oklahoma Statewide Purchasing Contract
- S. 25-1686 Approval of and authorization to purchase one (1) Ford F-650 extended cab Service Truck from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department
- T. 25-1676 Approval of and authorization of the cancellation and subsequent closing of the Covington Creek Drainage Improvements project and re-allocate the \$500,000.00 of 2018 General Obligation Bond funds to the appropriate basin (Case No. 25-005)
- U. 25-1661 Approval of and authorization to execute Change Order No. 1 with Myers-Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)
- V. 25-1660 Approval of and authorization to execute the Change Order No. 1 with Northeastern Irrigation & Landscape, Inc. for the Broken Arrow Gateways Entry Signage (22502158)
- W. 25-1658 Approval of and authorization to execute the Change Order No. 1 with Paragon Contractors, LLC for the Jasper Street & Aspen Intersection Improvements (ST2031)
- X. 25-1659 Approval of and authorization to execute the Change Order No. 2 with Paragon Contractors, LLC for the Jasper Street & Aspen Intersection Improvements (ST2031)
- Y. 25-1669 Approval of BAZ-002485-2025 (Rezoning), Snyder Rezone, approximately 21.81 acres, RMF (Residential multi-family) and PUD-340 to RSP (Single-family residential - Preservation), located 1/8th of a mile south of Tucson Street (121st Street) and west of Elm Place (161st E Ave)
- Z. 25-1704 Approval of BAZ-002505-2025 (Rezoning), Arrow Forge, 99.52 acres, AG (Agricultural) to IL (Industrial Light), located one-half mile north of Tucson Street (121st Street), located on the south of Florence Street (111st Street), and ¼ mile east of Olive Ave (129th E Avenue)
- AA. 25-1703 Approval of PT-002482-2025|PR-000336-2023, Conditional Final Plat, The Cottages at Battle Creek West, approximately 8.79 acres, 47 lots, CG (Commercial General)/PUD (Planned Unit Development) 94 to RS-P (Single Family Residential - Preservation)/PUD-94Y via BAZ-2087, located one-half mile north of Albany Street (61st Street), one-quarter mile east of Aspen Avenue (145th E. Avenue)
- AB. 25-1702 Approval of SP-002481-2025 (Specific Use Permit), Pope Accessory Structure, 1.82 acres, RS (Single Family Residential), located just south of Florence Street (111th Street) and approximately ¼ mile west of Aspen Avenue (145th E. Avenue)
- AC. 25-1705 Approval of COA-002492-2025, The Bank N.A., Change of Access, approximately 0.87 acres, Northeast Crossroads PUD-175, located at the northeast corner of Kenosha Street (71st Street) and North 37th Street (209th East Avenue)
- AD. 25-1706 Approval of BAZ-002491-2025 (Rezoning), Broken Arrow Meeting House, 8.01 acres, AG (Agricultural) to ON (Office Neighborhood), located at the southwest corner of the intersection of Florence Street (111st Street) and Aspen Avenue (145th E Avenue)
- AE. 25-1647 Approval of and authorization to execute Resolution No. 1724, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 11.0, consisting of 3,826 square feet of permanent Right-of-Way located at 4677 South 209th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Christian Cubero, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 11.0 (Project No. ST21390)
- AF. 25-1648 Approval of and authorization to execute Resolution No. 1725 a Resolution authorizing acceptance of a General Warranty Deed for Parcel 17.0, consisting of 7,650 square feet of permanent Right-of-Way located at 4425 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 Jose Antonio Munguia Rosas and Alejandra Alicia Pena Quezada, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 17.0 (Project No. ST21390)
- AG. 25-1650 Approval of and authorization to execute Resolution No. 1726, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 4.0, consisting of 3,826 square feet of permanent Right-of-Way located at 20940 East 49th Street South in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Shari L. Mobley, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 4.0 (Project No. ST21390)
- AH. 25-1637 Acceptance of Utility Easements and Temporary Construction Easements from Robson Development Company, an Oklahoma Corporation, the owner, on property generally located north of Houston Street and west of South 233rd East Avenue in Broken Arrow, Oklahoma, located in the Southwest Quarter of Section 9, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, Parcels 2.1, 2.2, 2.A, 2.B, 2.C, 2.D, and 2.E (Project No. S.24030)
- AI. 25-1674 Ratification of the Claims List Check Register Dated November 21, 2025

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

**Move to Approve Consent Agenda**

The motion carried by the following vote:

Aye: 5 -

David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**6. Consideration of Items Removed from Consent Agenda - NONE**

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

**A. 25-1682 Recognition of Broken Arrow citizen Chris Linam for exemplifying Broken Arrow Police Department core values of courage and compassion, accomplished by intervening and assisting another citizen experiencing a mental health crisis**

Police Chief Lance Arnold presented Item 25-1682 and announced that it was a great day in Broken Arrow because the city could recognize a citizen for extraordinary service. He described an incident on November 6, 2025, when officers responded to a report of a young man sitting on the edge of the Highway 51/Kenosha bridge, contemplating suicide. Before police arrived, citizen Chris Linam had stopped after noticing the young man in distress, spoke with him compassionately, built rapport, and ultimately pulled him off the ledge when the moment allowed. He then held and comforted the young man until first responders arrived. The chief said Mr. Linam's actions reflected the department's core values of courage and compassion and exemplified a citizen helping someone he didn't know. He concluded by presenting Mr. Linam with a certificate of recognition on behalf of the Police Department and the City of Broken Arrow.

**B. 25-1700 Presentation of the Government Finance Officer Associates (GFOA) Budget Award**

Cindy Arnold, Director of Finance, presented Item 25-1700. The City has once again received the GFOA Budget Award, marking the seventh consecutive year of recognition. They explained that the Government Finance Officers Association's budget program, established in 1984, evaluates budget documents from nearly 1,900 governments. After adoption, the City submits its budget within 90 days for review by a three-person panel, which critiques the document against internationally recognized standards. The award emphasizes transparency and requires the budget to function as a policy document, financial plan, operations guide, and communication tool.

Receiving the award provides credibility, public trust, and ongoing opportunities for improvement. The speaker noted that earlier submissions received constructive criticism, but each year the document has improved. The award was displayed and is also printed in the City's annual budget book, and City leadership and the finance staff were thanked for helping achieve this year's recognition.

**C. 25-1663 Presentation of the 2026 GO Bond City Manager's Recommended Package (Project No. 2417260)**

City Manager Michael Spurgeon presented Item 25-1663. He expressed gratitude for the opportunity to present Phase Two of the Build Our Future BA bond program, recalling that the 2018 phase succeeded with all propositions approved and its results now visible citywide. He emphasized that the work has been a collective effort, thanking the Council for extensive meetings, staff for assembling and prioritizing recommendations, community groups and organizations for their involvement, sports organizations for contributing to local quality of life, and numerous partners such as the school district, Chamber, Economic Development Corporation, NSU, HOAs, and the Tulsa City-County Library. City Manager Spurgeon highlights that citizen surveys and public forums shaped a community-driven package. He asks the Council to receive the presentation, offer comments, and allow the proposal to remain on the agenda until December 16 so the public can review it. On that date, the Council would be asked to finalize the package and authorize preparation of ordinances outlining the projects and a resolution calling for an April 7 election, with formal action expected on January 6 if the Council chooses to proceed.

Outlines the full timeline of the bond-package effort, noting that discussions began in late summer 2023 and progressed through hiring consultants, conducting surveys, meeting with user groups and partners, and holding Council sessions, culminating in the current presentation just months before the election. They emphasize the extensive work by citizen committees and partner organizations—BA Public Schools, the Chamber, the EDC, the Planning Commission, Build a Better BA, and others—who met for six months to develop recommendations that reflect community priorities.

City Manager Spurgeon explained that the initial project needs totaled \$1–1.2 billion. Still, the goal from the start was to create an ongoing bond program rather than a one-off package, providing future city leadership with a structured, long-term plan that can be updated for



decades. The list was reduced to about \$600 million and further refined to a \$415 million proposal across seven propositions: transportation, public safety, quality of life, city facilities, two stormwater propositions, and a new south Broken Arrow library in partnership with Tulsa City-County Library. Transportation remains the most significant share because roadwork consistently ranks as the top community priority.

The first seven propositions would maintain the existing property-tax rate with no increase, relying on rising assessed values and retirement of old debt. A separate eighth proposition would create a temporary half-cent sales tax with a five-year sunset to fund upgrades at sports facilities. The Council required that, if this sales-tax initiative passes, the improvements must be designed and built quickly enough that the children of those voting for it will actually use the upgraded fields. Voter approval would allow the City to secure financing immediately, begin a year of design work for Indian Springs, Arrowhead, and the football complex, and then proceed with 12–18 months of construction, completing upgrades within about three years.

Kenny Schwab, Assistant City Manager of Operations, explained how the City estimates long-range project costs for the bond package. Instead of guessing, engineering and architectural teams analyze each project at a high level—such as determining the scope of a mile-long road widening, identifying utility conflicts, and estimating construction activities using 2025 dollars, since the vote will occur in 2026. Beyond basic construction costs, they also factor in soft costs like furniture, equipment, design and architectural fees, surveys, and permits. Because detailed design work may not happen until years later, they build in a typical 25–30 percent contingency to account for unknowns. They then apply long-term cost escalation.

Since a project designed years from now may not be built until around 2032–2038, the City uses a seven-year escalation rate of 4 percent annually—about a 31 percent increase—matching real-world inflation trends, illustrated by the rise in milk prices from 2018 to 2025. This escalation alone represents roughly \$100 million of the \$415 million bond total when projected forward.

Mr. Schwab provides an overview of the number of projects per proposition: 35 transportation projects; 12 in public safety; 14 in parks and recreation; 10 in city facilities; 9 in significant stormwater; an undetermined number of neighborhood drainage projects; one library project; and an open-ended number of sports improvements funded by the separate sales-tax proposition. Although the list officially totals 81 projects, federal matching opportunities in the transportation category will stretch dollars further, likely bringing the accurate project count closer to or above 100, similar to the 2018 bond.

Charlie Bright, Director of Engineering and Construction, introduces Proposition 1 by noting that, after months of discussing the full \$1.2 billion list of potential projects, tonight's focus is the specific set of transportation projects proposed for the bond package. He stresses that each project's cost is backed by detailed estimates that include construction, soft costs, design, land acquisition, contingency, and escalation to projected 2032 dollars—the numbers the public would ultimately vote on.

Mr. Bright walked through the major named road-widening projects, all driven by traffic growth, development patterns, safety concerns, or longstanding congestion: Tucson from Aspen to Olive; Omaha/51st from Aspen to Elm with intersection upgrades; New Orleans from Garnett to Olive (already under design); two Olive Street segments from Washington to the Creek Turnpike; the last unimproved portion of Houston between Highway 51 and 209th; Elm from New Orleans to Florence; Florence from Aspen to Elm; and Kenosha from the Creek Turnpike to Evans. He explains that named projects are legally required if voters approve the proposition, whereas unnamed projects are intended but not mandatory and serve as the bond's internal contingency.

He then outlined the unnamed roadway projects, including Kenosha from Sycamore to Juniper, County Line from Houston to Washington (to be improved without complete widening), Washington/First Place to support a future City Hall relocation, and a \$10 million federal grant match fund to leverage STP dollars. Mr. Bright shifts to intersection improvements, emphasizing that they often relieve congestion more efficiently than road widening. These include Tucson/Olive; two intersections on 23rd tied to expected development; Houston/Evans; Washington/County Line—an extremely costly, flood-prone intersection requiring elevation and bridge work; Kenosha/Midway; 20th/Hillside near the new Trader Joe's; and Garnett/Florence. Unnamed intersections include County Line/121st and Olive/Jasper, where jurisdiction is shared with other entities.

Additional named improvements include 37th from Dearborn to Rockford to fix stormwater-related safety issues, streetscaping on both ends of Main Street, downtown alley construction to support infill housing, and \$25 million for residential street rehabilitation guided by pavement-condition data rather than pre-naming neighborhoods.

Mr. Bright explains that the unnamed funding pools—trails, sidewalks, downtown repairs,

signalization, the Innovation District bridge (only triggered if adjacent property develops), a reserve for one future unnamed street, and utility-relocation matching funds for New Orleans Square—are designed to provide flexibility, cover overruns, and allow future councils to respond to needs that cannot yet be predicted.

Shannon Marshall, Special Projects Division Manager, thanked everyone for their support and introduced Proposition 2, the public-safety portion of the bond package, which includes improvements benefiting police, fire, emergency management, and related IT systems. She explains that the proposal continues work begun in 2018 by expanding and modernizing the outdoor warning siren system—both by adding new locations and upgrading rapidly evolving technology. As the city grows, the animal shelter must also expand to meet increasing demand for housing for lost or displaced animals. Funding is included for new or upgraded fire trucks and emergency vehicles to ensure first responders have up-to-date equipment.

Ms. Marshall described several projects linked to the Public Safety Training Center, referencing the master plan adopted earlier in the year. These include an interior classroom addition between two existing buildings; stormwater improvements to address drainage issues caused by a creek running through the site; perimeter security upgrades with a complete fence and controlled access; and structural, drainage, and safety upgrades to the outdoor firing range.

She then highlighted a major project: relocating Fire Station 1 to the northwest side of the city to replace the central fire station and improve response times, better meeting the four-minute goal. In the unnamed category, the proposal includes funding for a future Fire Station 9, which would follow Station 8, currently under development; updated firefighter breathing apparatus; enhancements to the L3 Harris radio communications system; and construction of a new burn-training building and courtyard at the Training Center for both police and fire. She notes the number of significant projects included and turns the discussion over to the city manager to address Fire Station 9 further.

City Manager Michael Spurgeon emphasized the importance of public safety and explained that increasing call volumes, driven by community growth, make long-term expansion of the fire service essential. He notes that his original recommendation for Fire Station 9 included only land acquisition and design funding, because the need for the actual station was still projected to be several years away. Station 8 is about to go out to bid and will take roughly 12–15 months to build, and Station 1 is planned for relocation, so the administration had initially viewed Station 9 as a later-phase project.

However, after further discussions with Fire Chief Moore and hearing from IAFF President Justin Sharp, who communicated strong support among firefighters for including Station 9, he reconsidered. Recognizing the pace of growth and the rising demand for service in that area, he now believes the city should not delay. Instead of postponing construction until well after 2036, the community may require the station sooner. For that reason, he announces an amended recommendation: include Fire Station 9 in the bond package as a whole, build-ready project, not just land and design.

Mr. Bright explained that Proposition 3 focused on parks and quality-of-life projects, with the Elam Park Community Center as the largest item. Because state law required that 70 percent of the proposition be formally named, the team reduced the named dollar amount for the community center and placed an additional amount in the unnamed section, which was still expected to support the final facility. Beyond the community center, Elam Park was planned to include a splash pad, an orchard, and both pickleball and Puckleball courts. The City planned to close the underused and hard-to-staff Country Aire pool and replace it with a high-end splash pad that would be easier to maintain and more heavily used. The proposition also funded major playground-equipment upgrades for aging neighborhood parks, new pickleball courts at Nienhuis, modest renovations to the Central Park Community Center, shade structures at Rose West Dog Park, expanded amenities at heavily used Jackson Park, and a new north-side dog park. Unnamed funds supported a second phase of the Gardens at Central Park, upgrades at Battle Creek Golf Course, expanded sand-volleyball courts at Nienhuis, pool-equipment upgrades at Nienhuis and Central Family Aquatic Center, ongoing splash-pad maintenance, and additional flexibility for the Elam Park Center.

Shannon Marshall then outlined Proposition 4, which addressed public-facility improvements. The City proposed consolidating the two senior centers into an expanded east-side facility to avoid forcing users to cross Main Street. The Rose District Plaza expansion was intended to support a larger farmers' market and activation of the newly acquired grain silo site. Arts@302 would be expanded to accommodate new visual, digital, and culinary programs. The Veterans Center would gain more space and parking, and the Military History Museum would be relocated and enlarged near Veterans Park. The History Museum would also receive expanded exhibit and storage space. For City operations, the bond provided new vehicle storage facilities, a renovated traffic-monitoring center, updates to fleet-maintenance buildings, and the expansion of the City's fiber-optic network.

Charlie Bright summarized Proposition 5 as a set of stormwater projects requiring a 60 percent vote because they could involve work on private property with the owner's permission. Named work included improvements at NEEDA Pond, targeted downtown drainage fixes, a significant safety project at Elgin and Iola, additional Rose District drainage work, improvements to the leaking Aspen Street pond, a master plan for Haikey Creek, erosion repairs at parks, and a contingency fund for emerging issues.

Proposition 6 continued the successful 2018 private-property stormwater program, allowing residents to apply for assistance on erosion or drainage problems when there was a public benefit. Funds were allocated by drainage basin, with Haikey Creek receiving the most because it generated the most applications. Unnamed funds provided flexibility to shift money where demand arose.

Finally, Proposition 7 addressed a partnership with the Tulsa City-County Library to build a new South Broken Arrow library. Because the facility would sit on library-owned land, it required a separate proposition. The City proposed contributing \$4 million to help fund an expanded library with improved children's areas, makerspaces, community rooms, and collaboration spaces serving the area's large homeschool population.

It was then explained that Proposition 8 was the only measure not tied to property taxes. Instead, it proposed a temporary half-percent sales-tax increase dedicated exclusively to improving city-owned sports facilities. The tax would last five years and then automatically expire. Unlike the other propositions, the ballot would not list individual projects; voters would approve or reject the dedicated revenue stream, while the City would later publicize the intended improvements. Projections suggested the tax could yield about \$50 million, possibly more if retail growth continued, and that all revenue would legally have to be spent on sports-facility upgrades.

It was noted that the project list—expected to be presented in January—would likely focus on converting fields to turf or improved drainage, upgrading lighting to LEDs, and creating attractive, modern venues capable of hosting tournaments even after rain. The emphasis was on improving playability, aesthetics, and economic impact, since tournaments brought valuable sales-tax revenue.

City Manager Spurgeon added that sports groups had identified nearly \$70 million in needs, but the property-tax-based bond package had no remaining capacity to fund them. Many facilities had gone decades without significant upgrades. He explained that even if bond capacity existed, the City could not issue all funding at once; it would take 10–12 years to complete the improvements under a traditional bond structure. A temporary sales tax would allow the City to borrow against the voter-approved revenue and complete upgrades within a much shorter timeframe.

Mr. Spurgeon discussed the implications of Proposition 8, noting that without a temporary sales-tax measure, sports-facility upgrades would take a decade or more because the City could issue only limited bond amounts each year. Sales-tax funding was described as the fairest approach because visiting teams—who generated nearly half of the City's sales-tax revenue—would help pay for improvements, easing the burden on residents. The city manager clarified that a half-percent sales tax currently produced about \$10.6 million a year and was expected to generate roughly \$56 million over five years; with new retail coming online, the associated debt could likely be paid off early, and the tax would end no later than five years as required by law. He also reported that an extensive voter survey showed 68 percent support, and he emphasized that if the proposition failed, sports facilities would receive no dedicated funding.

The council reflected on how past bonds succeeded or failed, highlighting the importance of ensuring projects benefited the entire city, including downtown. They reiterated that Proposition 6's drainage-assistance program had proven vital, and several members praised the vision for the new library, citing modern maker-space models seen elsewhere. The City Manager reminded residents to update their voter registration before the April 7 election. Councilor Pickel asked how the proposed tax rate compared to neighboring cities; Mr. Spurgeon confirmed that even with the temporary increase, Broken Arrow would remain in line with regional rates, though Wagoner County would be slightly higher due to its separate tax. The council stressed that the cost to residents would amount to small incremental amounts—comparable to a few cents on a drink purchase—and that much of the revenue would come from nonresidents.

In closing, members thanked staff for the extensive work required to assemble the bond package. The city manager asked the council to take the proposal under advisement, explained that public input would continue to be collected and summarized, and noted that a shorter summary presentation would be given on December 16, when the council would be asked to authorize preparation of election documents for April 7.

**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)**

Ryan Fulda thanked the council for the opportunity to speak and reminded them that he had previously appeared on behalf of other residents. He said he was now representing Amanda Drake, who was present with friends and family, and that they wished to briefly address the sewer backup at her home on August 17. He expressed pride in her resilience and explained that she could describe the hardship far better than he could, so he invited her to speak.

Amanda Drake thanked the council for allowing her to speak and explained that she had lived in Broken Arrow for more than twenty-two years, raised her family there, and worked as a licensed clinical social worker for nearly twenty-four years. She described losing her husband four years earlier and working hard to rebuild her life. Before the sewer backup, she felt she had reached as much stability as possible after his death.

Ms. Drake recounted that on August 17, city sewage backed up into her home, destroying nearly half of it, including her primary bedroom, where she had kept many of her late husband's belongings. She and a friend spent seven hours removing contaminated water, preventing even more extensive damage, but the home became uninhabitable. She endured four weeks of mitigation work, eight weeks of displacement while staying with a friend, and more than three months of total disruption before construction finally finished earlier that day. The event forced her to take out a loan to repair a home she previously owned free and clear. She described the ordeal as a second grief layered onto the first and asked the City for help so she could finally move forward.

Ryan Fulda said the PowerPoint they had provided contained photographs of the damage and a detailed list of the actual expenses Amanda Drake had already incurred. He explained that they had filed a tort claim with the City and were requesting the City's cooperation in resolving the matter promptly. He closed by thanking the council for their time.

**9. General Council Business**

**A. 25-1662 Consideration, discussion, and possible approval of the nomination of Madison Hicks to the Broken Arrow Drainage Advisory Committee with a term expiring December 2, 2029**

Kenny Schwab, Assistant City Manager of Operations, presented Item 25-1662 and noted that Proposition 6, both in 2018 and in the current proposal, was unusual among Oklahoma cities because it allowed stormwater funds to be allocated by drainage basin rather than by specific project. After the 2018 passage, the City needed a way for residents to request assistance and offer input on how the money should be spent. In August 2019, the administration proposed creating a seven-member Drainage Advisory Committee—two councilors and five citizen appointees, one selected by each council member and approved by the council as a whole.

He explained that longtime Committee Member Donna Wiedower resigned after more than four years of service. At a public drainage meeting on October 30 regarding issues in the Rockwood Addition, emotions ran high, as they often did. During that session, Madison Hicks spoke respectfully and empathetically, helping refocus the discussion. Staff immediately recognized her as a strong potential replacement. She attended the next committee meeting, expressed interest in serving, and met with the vice mayor. Staff recommended her appointment to the vacant citizen seat.

**MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford  
Move to Approve Item 25-1662 nomination of Madison Hicks to the Broken Arrow Drainage Advisory Committee with a term expiring December 2, 2029**

The motion carried by the following vote:

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

**10. Preview Ordinances**

**A. 25-1684 Consideration, discussion, and possible preview of Ordinance No. 3901 amending Section 16-12 of the Broken Arrow Code of Ordinances to add a new subsection addressing noise generated by places of public assembly located near residential property**

Graham Parker, Assistant City Attorney, presented Item 25-1684 and explained that the proposed amendment to the City's Disturbing the Peace Ordinance was intended to create a clear, objective standard for regulating amplified sound from places of public assembly located near homes. Residents occasionally complained about recurring loud noise, and although the existing ordinance prohibited disturbing the peace in general terms, it lacked a specific rule addressing ongoing amplified sound in these contexts. The amendment was written to be content-neutral, applying equally to all assembly venues and regulating only volume and

duration, not the type of sound being produced.

The proposal set a 300-foot threshold for proximity to residential property and adopted an enforceable "plainly audible inside a residence" standard for amplified sound that persisted for more than ten minutes. The speaker concluded by offering to answer any questions.

During the discussion, City Manager Michael Spurgeon explained that both he and council members had received complaints about amplified sound from certain facilities, particularly some houses of worship. He emphasized that the issue was sensitive in a community that strongly supports its churches. Still, he acknowledged that in some instances the sound extended beyond church property and disturbed nearby residents. He clarified that the new standards would apply only to future facilities, not existing ones, and that the police department already had tools to work cooperatively with current churches when concerns arose. The amendment, he said, was meant to give clear expectations to new developments.

Mr. Parker added that longstanding exemptions for bells and chimes used in religious services, national celebrations, or public holidays would remain intact. Council Member Ford, expressed appreciation for the proposal, noting that while churches understandably sought cost savings in construction, this sometimes resulted in loud music that could disrupt neighbors, especially families with sleeping children. She was glad the ordinance update was being brought forward for review.

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

**Move to Approve Item 25-1684 preview of Ordinance No. 3901 amending Section 16-12 of the Broken Arrow Code of Ordinances to add a new subsection addressing noise generated by places of public assembly located near residential property**

The motion carried by the following vote:

Aye: 5 -

David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

#### 11. Ordinances - NONE

#### 12. Remarks and Inquiries by Governing Body Members

Council members shifted into general discussion and community announcements. Mayor Wimpee highlighted the upcoming Christmas parade and praised Ryan's team for consistently producing award-winning floats. Councilor Pickel promoted the Rotary Club's annual pancake breakfast—an all-you-can-eat event at First Methodist Church with proceeds staying in Broken Arrow. Councilor Green mentioned various holiday activities throughout the Rose District, including the ice rink, igloos, carriage rides, the weekly holiday market, and upcoming "Coloring and Cookies with a Cop." He encouraged residents to participate in the Fire Department's toy drive and NSU–BA's Gazebo Glow event.

Vice Mayor Parks recapped a recent trip to the National League of Cities conference and commended Lisa Ford, noting she served on the NLC board and had been recognized as the 2025 First Tier Suburbs Council Chair. It was also mentioned that she would serve as the incoming president of Women in Municipal Government, which would host its next convention in Broken Arrow. They praised staff, especially the mayor, for elevating the city's national profile and noted how many attendees already knew Broken Arrow because of the upcoming convention.

Councilor Ford reminded residents to purchase tickets for the December 10 State of the City address at Stoney Creek, emphasizing the City Manager's extensive preparation. Councilor Pickel also encouraged residents to enjoy the many seasonal community events and invited families to visit Santa's North Pole Village at New Orleans Square over the weekend. The exchange ended with lighthearted comments about costumes and holiday festivities.

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

City Manager Michael Spurgeon closed by saying he had talked enough for the evening and wanted to focus on one final point. He publicly thanked Erin Hoffner, crediting her with creating and coordinating the city's expanded Christmas programming—from the kickoff through the weekly holiday events—and praised her for ensuring both businesses and residents benefited from the celebrations.

He then followed up on Councilor Ford's mention of the upcoming State of the City, announcing that this year's theme was Taking the City to New Heights, centered on the word Ascending. He noted there would be a few lighthearted videos and an additional special video. Still, he emphasized that his favorite and longest portion would be recognizing the many individuals and partner organizations—across city departments, the school district, the Chamber, the EDC, and other governmental levels—who contribute to Broken Arrow's success and continued growth. City Manager Spurgeon said the event required significant preparation

because accountability and transparency were core values.

He concluded by thanking the council for their time and for allowing staff to thoroughly present the bond package so the public could clearly understand what they would be voting on in April. He offered to answer any questions.

At approximately 8:30 p.m. Mayor Wimpee noted there was an Executive Session and called for a recess for BAMA and BAEDA.

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

**Move for a recess for BAMA and BAEDA**

The motion carried by the following vote:

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

At approximately 8:40 p.m., the room was cleared for Executive Session.

MOTION: A motion was made by Debra Wimpee, seconded by Justin Green

**Move to clear the room for Executive Session**

The motion carried by the following vote:

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

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

**Move to enter Executive Session**

The motion carried by the following vote:

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

At approximately 8:56 p.m., City Council entered into Executive Session.

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

- 1. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Amanda Drake, Tort Claim No. TRT 1737.2026, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4).**

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

**Move to authorize City Attorney to engage in settlement discussions with claimant as recommended by the City Attorney.**

The motion carried by the following vote:

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

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel

**Move to find Executive Session was necessary to discuss possible claims and potential litigation under 25 O. S. Section 307(B)(4).**

The motion carried by the following vote:

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

**15. Adjournment**

The meeting was adjourned at 9:38 p.m.

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

**Move to Adjourn**

The motion carried by the following vote:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 25-1751, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**Title:**

Approval of and authorization to execute Budget Amendment Number 17 for Fiscal Year 2026

**Background:**

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

Budget Amendment #17 is to provide funding for purchase orders issued or contracts entered into during the previous fiscal year that continue into Fiscal Year 2026. The City's practice is to liquidate encumbrances at the end of the previous fiscal year and re-encumber in the current fiscal year. Funds are available in Fund Balance because of the liquidated encumbrances.

**Cost:** \$7,755

**Funding Source:** Fiscal Year 2025 Liquidated Encumbrances

**Requested By:** Cynthia Arnold, Finance Director

**Approved By:** City Manager's Office

**Attachments:** Budget Amendment #17 for Fiscal Year 2026

**Recommendation:**

Approval of and authorization to execute Budget Amendment Number 17 for Fiscal Year 2026.

**Fund 593 - 2018 Bond Issue  
Budget Amendment #17  
Fiscal Year 2026  
12/16/2025**

**Estimated Revenue, Fund Balance or Transfers in**

<b>Account Number</b>	<b>Description</b>	<b>Balance before Amendment</b>	<b>Amount of Amendment</b>	<b>Balance after Amendment</b>
Fiscal Year 2025 Liquidated Encumbrances	To use the fund balance that resulted from the liquidation of encumbrances in Fiscal Year 2025	\$ 20,284,111	\$ (7,755)	\$ 20,276,356
		<b>\$ 20,284,111</b>	<b>\$ (7,755)</b>	<b>\$ 20,276,356</b>

**Appropriations**

<b>Account Number</b>	<b>Project</b>	<b>Description</b>	<b>Budget before Amendment</b>	<b>Amount of Amendment</b>	<b>Budget after Amendment</b>
5935305-570160	SW25030	S 195TH AVE STORM SEWER DESIGN	\$ 35,000	\$ 7,755	\$ 42,755
			<b>\$ 35,000</b>	<b>\$ 7,755</b>	<b>\$ 42,755</b>

**Explanation**

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #17 is to provide funding for purchase orders issued or contracts entered into during the previous fiscal year that continue into Fiscal Year 2026. The City's practice is to liquidate encumbrances at the end of the previous fiscal year and re-encumber in the current fiscal year. Funds are available in Fund Balance because of the liquidated encumbrances.

Approved by the City Council  
Tuesday, December 16, 2025

Attest by City Clerk

\_\_\_\_\_  
Mayor, Debra Wimpee

\_\_\_\_\_  
Curtis Green





# City of Broken Arrow

## Request for Action

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**File #:** 25-1752, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**Title:**

Approval of and authorization to execute Budget Amendment Number 18 for Fiscal Year 2026

**Background:**

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

Budget Amendment #18 corrects a duplication resulting from the encumbrance roll over Budget Amendment #5 to reflect the actual availability of funds on the project.

**Cost:** \$76,000

**Funding Source:** Police Sales Tax Fund, Fund Balance

**Requested By:** Cynthia Arnold, Finance Director

**Approved By:** City Manager's Office

**Attachments:** Budget Amendment #18 for Fiscal Year 2026

**Recommendation:**

Approval of and authorization to execute Budget Amendment Number 18 for Fiscal Year 2026.

**Fund 344 - Police Sales Tax Fund**  
**Budget Amendment #18**  
**Fiscal Year 2026**  
**12/16/2025**

**Estimated Revenue, Fund Balance or Transfers in**

<b>Account Number</b>	<b>Description</b>	<b>Balance before Amendment</b>	<b>Amount of Amendment</b>	<b>Balance after Amendment</b>
344-353050	FUND BALANCE	\$ 33,811,156	\$ 76,000	\$ 33,887,156
		<b>\$ 33,811,156</b>	<b>\$ 76,000</b>	<b>\$ 33,887,156</b>

**Appropriations**

<b>Account Number</b>	<b>Project</b>	<b>Description</b>	<b>Budget before Amendment</b>	<b>Amount of Amendment</b>	<b>Budget after Amendment</b>
3443001-570170	2530080	14 COMBO CAMERAS FOR 7 INTERSECTIONS	\$ 152,047.00	\$ (76,000)	\$ 76,047
			<b>\$ 152,047</b>	<b>\$ (76,000)</b>	<b>\$ 76,047</b>

**Explanation**

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #18 corrects a duplication resulting from the encumbrance roll over Budget Amendment #5 to reflect the actual availability of funds on the project.

Approved by the City Council  
Tuesday, December 16, 2025

Attest by City Clerk

\_\_\_\_\_  
Mayor, Debra Wimpee

\_\_\_\_\_  
Curtis Green



# City of Broken Arrow

## Request for Action

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**File #: 25-1730, Version: 1**

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

**Title:**

**Approval of and authorization to execute Resolution No. 1728, a Resolution authorizing the City Attorney to defend Stephen Garrett in the matter of August John Wakat, Jr. v. City of Tulsa, et al., Case No. CJ-2025-5084, in the Tulsa County District Court**

**Background:**

On November 3, 2025, August John Wakat, Jr. filed a pro se Complaint in the District Court against the City of Tulsa, the Tulsa Metropolitan Area Planning Commission, Fair Oaks Township, Fair Oaks Ranch, LLC, and John Does 1-20, claiming, *inter alia*, violations of the Oklahoma Constitution, Oklahoma statutes related to annexation, federal civil rights violations, and implicating a bankruptcy proceeding and multiple City of Tulsa Ordinances. Mr. Wakat has since issued a Summons to BAPD Major Stephen Garrett. It is unclear exactly what allegations are made against Major Garrett. Title 11 O.S. §§ 23-101 *et seq.* provides for the City of Broken Arrow to defend its municipal employees in such actions. BAPD Major Garrett acted in good faith and in the course and scope of his employment at all times reference in Mr. Wakat's Petition and is entitled to a defense by the City of Broken Arrow.

**Cost:** Cost of litigation

**Funding Source:** Legal Department Operational Budget

**Requested By:** Trevor Dennis, City Attorney

**Approved By:** City Manager's Office

**Attachments:** Resolution No. 1728

**Recommendation:**

Approve Resolution No. 1728 and authorize its execution.

**RESOLUTION NO. 1728**

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO DEFEND STEPHEN GARRETT IN THE MATTER OF AUGUST JOHN WAKAT, JR. V. CITY OF TULSA, ET AL., CASE NO. CJ-2025-5084, IN THE TULSA COUNTY DISTRICT COURT**

**WHEREAS**, on November 3, 2025, August John Wakat, Jr. filed a Petition against the City of Tulsa, the Tulsa Metropolitan Area Planning Commission, Fair Oaks Township, Fair Oaks Ranch, LLC, and John Does 1-20, claiming, *inter alia*, violations of the Oklahoma Constitution, Oklahoma statutes related to annexation, federal civil rights violations, and implicating a bankruptcy proceeding and multiple City of Tulsa Ordinances; and

**WHEREAS**, Mr. Wakat left a Summons and Petition addressed to BAPD Major Stephen Garrett at City Hall in the above-reference case; and

**WHEREAS** BAPD Major Stephen Garrett has complied with the provisions of 11 O.S. § 23-102 and requested that the City of Broken Arrow defend him in this matter; and

**WHEREAS**, BAPD Major Stephen Garrett was acting in good faith and in the course of his employment with the City of Broken Arrow at all times referenced in the Plaintiff's petition; and

**WHEREAS**, 11 O.S. §§ 23-101 *et seq.* provides for the defense of such municipal employees;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA**, that the City Attorney is hereby directed to appear and defend BAPD Major Stephen Garrett in the matter of *Wakat v. City of Tulsa, et. al., Case No. CJ-2025-5084* in the Oklahoma District Court for Tulsa County.

This Resolution is approved and passed in open meeting by the City Council of the City of Broken Arrow on this 16<sup>th</sup> day of December, 2025.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
(SEAL) City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# City of Broken Arrow

## Request for Action

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**File #: 25-1731, Version: 1**

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

**Title:**

**Approval of and authorization to execute Resolution No. 1729, a Resolution authorizing the City Attorney to defend Crickett Moore in the matter of August John Wakat, Jr. v. City of Tulsa, et al., Case No. CJ-2025-5084, in the Tulsa County District Court**

**Background:**

On November 3, 2025, August John Wakat, Jr. filed a pro se Complaint in the District Court against the City of Tulsa, the Tulsa Metropolitan Area Planning Commission, Fair Oaks Township, Fair Oaks Ranch, LLC, and John Does 1-20, claiming, *inter alia*, violations of the Oklahoma Constitution, Oklahoma statutes related to annexation, federal civil rights violations, and implicating a bankruptcy proceeding and multiple City of Tulsa Ordinances. Mr. Wakat has since issued a Summons to Crickett Moore. It is unclear exactly what allegations are made against Ms. Moore. Title 11 O.S. §§ 23-101 *et seq.* provides for the City of Broken Arrow to defend its municipal employees in such actions. Cricket Moore acted in good faith and in the course and scope of her employment at all times reference in Mr. Wakat's Petition and is entitled to a defense by the City of Broken Arrow.

**Cost:** Cost of litigation

**Funding Source:** Legal Department Operational Budget

**Requested By:** Trevor Dennis, City Attorney

**Approved By:** City Manager's Office

**Attachments:** Resolution No. 1729

**Recommendation:**

Approve Resolution No. 1729 and authorize its execution.

**RESOLUTION NO. 1729**

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO DEFEND CRICKETT MOORE IN THE MATTER OF AUGUST JOHN WAKAT, JR. V. CITY OF TULSA, ET AL., CASE NO. CJ-2025-5084, IN THE TULSA COUNTY DISTRICT COURT**

**WHEREAS**, on November 3, 2025, August John Wakat, Jr. filed a Petition against the City of Tulsa, the Tulsa Metropolitan Area Planning Commission, Fair Oaks Township, Fair Oaks Ranch, LLC, and John Does 1-20, claiming, *inter alia*, violations of the Oklahoma Constitution, Oklahoma statutes related to annexation, federal civil rights violations, and implicating a bankruptcy proceeding and multiple City of Tulsa Ordinances; and

**WHEREAS**, Mr. Wakat left a Summons and Petition addressed to Crickett Moore at City Hall in the above-reference case; and

**WHEREAS** Crickett Moore has complied with the provisions of 11 O.S. § 23-102 and requested that the City of Broken Arrow defend her in this matter; and

**WHEREAS**, Crickett Moore was acting in good faith and in the course of her employment with the City of Broken Arrow at all times referenced in the Plaintiff's petition; and

**WHEREAS**, 11 O.S. §§ 23-101 *et seq.* provides for the defense of such municipal employees;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA**, that the City Attorney is hereby directed to appear and defend Crickett Moore in the matter of *Wakat v. City of Tulsa, et. al., Case No. CJ-2025-5084* in the Oklahoma District Court for Tulsa County.

This Resolution is approved and passed in open meeting by the City Council of the City of Broken Arrow on this 16<sup>th</sup> day of December, 2025.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
(SEAL) City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# City of Broken Arrow

## Request for Action

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**File #:** 25-1712, **Version:** 1

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

**Title:**

Approval of and authorization to execute a revised Benefit Program Application (ASO BPA) with Blue Cross Blue Shield (BCBS of Oklahoma), changing the definition of retiree, and adopting the revised Plan Document, effective January 1, 2026

**Background:**

The City provides a comprehensive health plan 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. In September 2025, the governing body approved a change to Blue Cross Blue Shield of Oklahoma for third party administration and network services, which included adoption of the Plan Document and Summary Plan Description, effective January 1, 2026.

The Insurance Advisory Committee meets routinely throughout the year to discuss recommended plan changes. In November, the Insurance Advisory Committee met to discuss the definition of Retiree. For historical purposes, once an employee met the definition of retiree under the Plan, the Retiree and eligible dependents could stay on the Plan past the age of 65 and Medicare eligibility.

The Insurance Advisory Committee discussed changing the Plan Document definition of Retiree to mean an employee who has worked for the Employer for seven years, is covered under this Plan at the time of retirement, and elects to continue coverage under this Plan immediately upon retirement. The term "Eligible Retiree" shall also mean a retiree who has been disabled due to a line-of-duty injury while employed with the City and is unable to continue similar employment with the City and elects to continue coverage under this Plan immediately upon retirement. Retiree shall only be eligible to participate in the Plan until the Retiree becomes eligible for Medicare. If a Retiree becomes eligible for Medicare and is no longer eligible to continue on the Employer Plan, however the Spouse is not yet eligible for Medicare and does not have other qualifying coverage available, the Spouse and/or Dependents shall be allowed to continue their Plan coverage until the Spouse becomes eligible for Medicare.

Staff and the Insurance Advisory Committee recommend approval of this revised definition of Retiree.

**Cost:** no cost

**Funding Source:** n/a

**Requested By:** Kelly Cox

**Approved By:** City Manager's Office

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**File #:** 25-1712, **Version:** 1

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**Attachments:** City of Broken Arrow-BPA

**Recommendation:**

Approve and execute a revised Benefit Program Application with Blue Cross Blue Shield and adopt the revised Plan Document to be effective January 1, 2026



# Benefit Program Application ("ASO BPA")

## Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation,  
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as "Claim Administrator" or "BCBSOK"

Group Status: New ASO Account

Employer Account Number (6-digits): 435724

Group Number(s): 435724

Section Number(s): All

Legal Employer Name: City of Broken Arrow

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED)

ERISA Regulated Group Health Plan\*: ☐ Yes ☒ No

Is your ERISA Plan Year\* a period of 12 months beginning on the Effective Date of Coverage specified below? ☐ Yes

If not, please specify your ERISA Plan Year\*: Beginning Date \_\_\_/\_\_\_/\_\_\_ End Date \_\_\_/\_\_\_/\_\_\_ (month/day/year)

ERISA Plan Administrator\*:

Plan Administrator's Address:

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:

Non-Federal - Municipality ; if applicable, specify other:

Is your Non-ERISA Plan Year\* a period of 12 months beginning on the Anniversary Date specified below? ☒ Yes

If not, please specify your Non-ERISA Plan Year\*: Beginning Date \_\_\_/\_\_\_/\_\_\_ End Date \_\_\_/\_\_\_/\_\_\_ (month/day/year)

**For more information regarding ERISA, contact your Legal Advisor.**

\*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year)

01 / 01 / 2026

Anniversary Date: (Month/Day/Year)

01 / 01 / 2027

Retiree-Only Plan(s) Identification:

For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? ☐ Yes ☒ No

If yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):

### Account Information

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9199

Employer Identification Number (EIN): 73-6005109

Address: 220 S First St

City: Broken Arrow

State: OK

ZIP: 74012

Administrative Contact: Kelly Cox

Title: Director of Human Resources

Email Address: kcox@brokenarrowok.gov

Phone Number: 918-259-2400

Fax Number:

Wholly Owned Subsidiaries to be covered: N/A

Affiliated Companies to be covered: N/A

Employer Identification Number (EIN): N/A

(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines. Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

### Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

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Blue Access for Employers<sup>SM</sup> ("BAE<sup>SM</sup>") Contact: Kelly Cox

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: kcox@brokenarrowok.gov

Phone Number: 918-259-2400

Fax Number:

### Producer of Record Information

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISION

Effective: 01/01/2026

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as a representative in negotiations with and to receive commissions from BCBSOK, or Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

### Producer/Consultant Compensation:

The Employer acknowledges that if its POR acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's POR a commission and/or other compensation in connection with such services under the Administrative Services Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement, the Employer should contact its POR.

Are commissions to be paid? ☒ Yes ☐ No

**Producer or Agency to whom commissions are to be paid\*:** Alliant Insurance Services, Inc. / Subproducer Brady Ayala

Oklahoma Producer#: 002337000 (Alliant Insurance Services, Inc.) / 010041421 (Subproducer Brady Ayala)

NPN: 784013

Address: 3000 W Memorial Rd, Ste 212

City: Oklahoma City

State: OK

ZIP: 73120

Phone: 405-607-7372

Fax:

Email: brady.ayala@alliant.com

Is Producer/Agency appointed with BCBSOK in Oklahoma? ☒ Yes ☐ No

Commissions:

☒ PCPM \$15.75 Does a Monthly Cap Apply ☐ Yes ☒ No \$ (If cap is annual, divide by twelve)

☐ Flat \$ Does a Monthly Cap Apply ☐ Yes ☐ No \$ (If cap is annual, divide by twelve)

☐ Percentage of Stop Loss: %

ADDITIONAL COMMISSIONS: N/A

\* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

### Schedule of Eligibility

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

#### 1. Eligible Person means:

- ☒ A full-time employee of the Employer.
- ☐ A full-time employee of the Employer who is a member of: (name of union)
- ☐ A part-time employee of the Employer.
- ☒ A retiree of the Employer. Define criteria: The term "Eligible Retiree" shall mean a retiree who has worked for the Employer for seven years, is covered under this Plan at the time of retirement, and elects to continue coverage under this Plan immediately upon retirement. The term "Eligible Retiree" shall also mean a retiree who has been disabled due to a line-of-duty injury while employed with the City and is unable to continue similar employment

#### Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

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with the City and elects to continue coverage under this Plan immediately upon retirement. Retiree shall only be eligible to participate in the Plan until the Retiree becomes eligible for Medicare. If a Retiree becomes eligible for Medicare and is no longer eligible to continue on the Employer Plan, however the Spouse is not yet eligible for Medicare and does not have other qualifying coverage available, the Spouse and/or Dependents shall be allowed to continue their Plan coverage until the Spouse becomes eligible for Medicare.

☐ Other:

Are any classes of employees to be excluded from coverage? ☒ Yes ☐ No

**If yes**, please identify the classes and describe the exclusion: FIRE - Medical as they have their own benefit.

**2. Employee definition:**

**Full-Time Employee means:**

☒ A person who is regularly scheduled to work a minimum of 30 hours per week and who is on the permanent payroll of the Employer.

☐ Other:

**Part-Time Employee means:**

☐ A person who is regularly scheduled to work a minimum of \_\_\_\_\_ hours per week and who is on the permanent payroll of the Employer.

☐ Other:

**3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:**

☐ The date such person ceases to meet the definition of Eligible Person.

☐ The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.

☒ Other: End of the period in which premiums are paid.

**4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (the effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).**

☐ The date of employment.

☐ The \_\_\_\_\_ day of employment.

☐ The \_\_\_\_\_ day of the month following \_\_\_\_\_ month(s) of employment.

☒ The 1st day of the month following 30 days of employment.

☐ The \_\_\_\_\_ day of the month following the date of employment.

☐ Other: \_\_\_\_\_

Is the waiting period requirement to be waived on initial group enrollment? ☐ Yes ☒ No

Are there multiple new hire waiting periods? ☐ Yes ☒ No

**If yes**, please attach eligibility and contribution details for each section.

**5. Domestic partners covered:** ☐ Yes ☒ No

**If yes**, a domestic partner is eligible to enroll for coverage.

**If yes**, are domestic partners eligible for continuation of coverage?

☐ Yes ☐ No

**If yes**, are dependents of domestic partners eligible to enroll for coverage?

☐ Yes ☐ No

**If yes**, are dependents of domestic partners eligible for continuation of coverage?

☐ Yes ☐ No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners and/or dependents of domestic partners.

**6. Limiting Age for covered children:** Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other: \_\_\_\_\_

**7. Termination of coverage upon reaching the Limiting Age:**

☐ The last day of coverage is the day prior to the birthday.

☒ The last day of coverage is the last day of the month in which the limiting age is reached.

☐ The last day of coverage is the last day of the billing month.

☐ The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.

☐ The last day of coverage is the day prior to the Employer's Anniversary Date.

Automatically cancel dependents when they reach the day their coverage terminates? ☐ Yes ☒ No

**Proprietary and Confidential Information of Claim Administrator**

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*\*Automatically canceling dependents is not recommended for accounts with automated eligibility*

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the Limiting Age even if the child continues to be both disabled and dependent on the employee?

☒ Yes ☐ No

*However, such coverage shall be extended in accordance with any applicable federal or state law and the Disabled Dependent provisions of this BPA. The Employer will notify BCBSOK of any instance where the continuation of disabled dependent coverage is required.*

- 8. Disabled dependent:** A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse. A child is a disabled child when the child is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, per Internal Revenue Code Section 22(e)(3).

*To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSOK will administer its standard process for administration of disabled dependent coverage if (a) below is selected by Employer, or at the Employer's direction memorialized below, BCBSOK will follow a customized process if Employer selects (b). If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.*

- (a) ☐ Disabled dependent administration will follow **Standard Rules**.

A disabled dependent is eligible to **continue** coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to **be added to** coverage beyond the limiting age, provided the disability began before the child attained the age of 26, and proof of coverage as a disabled dependent is provided. Administration of certification review is administered by BCBSOK; a disabled dependent certification form must be submitted to BCBSOK.

- (b) ☒ Disabled dependent Administration will follow **Custom Rules**. Please make the following sections:

**Age:** Please select one option regarding age of when the disability began.

- ☒ The disability must have begun before the child attained the age of 26.  
☐ All disabled dependents are covered regardless of when the disability began.

**Proof of prior coverage:** Please select required or not required below:

When **adding** coverage, proof of prior coverage as a disabled dependent is ☒ required ☐ not required.

**Certification review:** Please select one option regarding the administration of certification review.

- ☐ Certification review is administered by BCBSOK; a disabled dependent certification form must be submitted to BCBSOK.  
☒ Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

**If certification review is administered by BCBSOK, please select one option regarding forms:**

- ☐ Utilize BCBSOK disabled dependent certification forms.  
☐ Utilize custom/other disabled dependent certification forms.

**If Certification Review is administered by BCBSOK, please select allowed or not allowed below:**

A disabled dependent approved certification from a prior insurance carrier is ☐ allowed ☐ not allowed.  
A disabled dependent approved certification from a prior BCBS policy is ☐ allowed ☐ not allowed.

- 9. Will extension of benefits due to temporary layoff, disability or leave of absence apply?**

☒ Yes (specify number of days below) ☐ No

Temporary Layoff: N/A days Disability: N/A days Leave of Absence: 6 months ~ 180 days

*However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable*

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*federal or state law. The Employer will notify BCBSOK in any instance where an extension of benefits is to be provided due to a temporary layoff, disability, or leave of absence.*

**10. Enrollment:**

**Special Enrollment:** An Eligible Person may apply for coverage, family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for group coverage assistance under a state Medicaid or CHIP premium assistance program.

**Open Enrollment:** An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period. Specify Open Enrollment Period: 10/22-11/24

**Late Enrollment:** An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

**Select one of the provisions below:**

- ☒ Open Enrollment – Late applicants may only apply during Open Enrollment.  
☐ Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and the rules governing off-cycle enrollments.

**11. \* Does COBRA Auto Cancel apply? ☐ Yes ☒ No**

*Member's COBRA/Continuation of coverage will be automatically cancelled at the end of the member's eligibility period.*

*\*Not recommended for accounts with automated eligibility*

**CURRENT EMPLOYEE ELIGIBILITY INFORMATION**

Current number of eligible subscribers at onboarding and/or annual renewal 692.

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**Lines of Business (Check all applicable services)**☐ **NO CHANGES**☐ **See Additional Provisions****Medical Plan Services:**

- ☐ Blue Choice PPO  
☐ BlueOptions  
☐ Blue Preferred  
☐ NativeBlue  
☐ Blue High Performance Network<sup>SM</sup>  
(BlueHPN<sup>SM</sup>)  
☒ Blue Advantage PPO<sup>SM</sup>  
☐ **Out of Area** (Traditional)

**Additional Services:**

- ☒ Wellbeing Management  
☐ Wellness Incentives  
☐ Health Advocacy Solutions  
☐ Mercer Health Advantage  
☐ Custom Care Management Unit  
☐ Blue Directions<sup>SM</sup> (Private Exchange) *(If selected, the Blue Directions Addendum is attached and made a part of the parties' Administrative Services Agreement.)*  
☐ Limited Fiduciary Services for Claims and Appeals
- ☒ Other Benefits Value Advisor  
☐ Other Select Product  
☐ Other Select Product  
☐ Other Select Product  
☐ Other  
☐ Other  
☐ Other  
☐ Other

**Consumer Driven Health Plan:**

- ☐ Blue Edge<sup>SM</sup> (HCA) *(If selected, complete separate HCA BPA)*  
☐ HSA (Integrated Vendor: Select Vendor)\* If HealthEquity, Inc. is selected, BCBSOK to send HSA enrollment to HealthEquity, Inc ☐ Yes ☐ No  
Non-Integrated Vendor:  
☐ FSA (Integrated Vendor: Select Vendor)\*  
Non-Integrated Vendor:  
☐ HRA (Integrated Vendor: Select Vendor)\*  
Non-Integrated Vendor:

**Prescription Drugs:** *(If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA)*

## Pharmacy Network (Select one):

- ☐ Traditional Select Network  
☐ Advantage Network  
☐ Preferred Network  
☐ Elite Network  
☐ Network on PBM Fee Schedule Addendum  
Drug List: Select Drug List  
Other (please specify):

PPO/HSA Preventive Drug List:

Please specify: Select Option

Other RX programs: Select Program

**Ancillary Services:**

- ☐ Dental Plan Services  
☐ Vision Insurance *(if selected, complete a separate application)*  
☐ Stop Loss Coverage *(if selected, complete separate Application and Policy Schedule for Stop Loss Coverage)*  
☐ Life, Disability, Critical Illness, Accident or Hospital Indemnity Insurance *(if selected, complete a separate application for those coverages)*  
☐ COBRA Administrative Services *(Please provide name of entity administering COBRA: )*

\*An HSA must be paired with a qualified high deductible health plan (HDHP) and follow strict requirements set forth by the Internal Revenue Service (IRS). Employer Groups should seek advice from their independent tax advisor, legal counsel, or other professional counselor, to ensure their proposed benefit strategy with respect to HSAs, FSAs, HRAs, or other benefit arrangements does not conflict with current IRS requirements.

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Oklahoma.

Custom Care Management Unit is offered by WTW, an independent company, and is administered by Blue Cross and Blue Shield of Oklahoma.

Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Critical Illness, Accident, Hospital Indemnity and Vision products are issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Oklahoma is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

**Proprietary and Confidential Information of Claim Administrator**

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## FEE SCHEDULE

Employer shall pay amounts Claim Administrator bills Employer for benefit claims Claim Administrator processes on Employer's behalf as well as administrative fees as set forth in this Fee Schedule.

### Payment Specifications

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

**Employer Payment Method:** ☐ Online Bill Pay ☒ Electronic ☐ Auto Debit ☐ Check

**Employer Payment Period:** ☐ Weekly (cannot be selected if Check is selected as payment method above)  
☐ Semi Monthly (cannot be selected if Check is selected as payment method above)  
☒ Monthly

**Run-Off Period:** Employer payments are to be made for 12 months following end of Fee Schedule Period.  
Standard is twelve (12) months.

**Fee Schedule Period:** To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: \_\_\_\_\_ months.

### Administrative Per Employee per Month (PEPM) Charges

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

	2026	2027	2028	
Administrative Fee	\$44.31	\$45.42	\$46.56	\$
Dental	\$N/A	\$N/A	\$N/A	\$
Claims Fiduciary	\$N/A	\$N/A	\$N/A	\$
Advanced Payment Review	25% \$	TBD% \$	TBD% \$	% \$
*Medical Drug Rebate Credit	\$(2.50)	\$(TBD)	\$(TBD)	\$( )
*Rebate Credit for the Prescription Drug Program	\$(N/A)	\$(N/A)	\$(N/A)	\$( )
Telehealth (Virtual Visits)	\$N/A	\$N/A	\$N/A	\$
Wellbeing Management	\$5.85	\$TBD	\$TBD	\$
Health Advocacy Solutions	\$N/A	\$N/A	\$N/A	\$
Commissions: Medical	\$15.75	\$TBD	\$TBD	\$
Commissions: _____	\$	\$	\$	\$
Commissions: _____	\$	\$	\$	\$
Other: Benefits Value Advisor List Service: <u>BVA without Engagement Requirements</u>	\$2.25	\$TBD	\$TBD	\$
Other: Shared Accumulators List Service: <u>Shared Accumulators with CVS/Caremark</u>	\$0.42	\$TBD	\$TBD	\$
Other: Stop Loss Accommodation Fee List Service: <u>Stop Loss Carve-Out</u>	\$2.00	\$TBD	\$TBD	\$
Miscellaneous: _____	\$	\$	\$	\$
Miscellaneous: _____	\$	\$	\$	\$
<b>Total</b>	<b>\$68.08</b>	<b>\$TBD</b>	<b>\$TBD</b>	<b>\$</b>

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\*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges <input type="checkbox"/> SEE ADDITIONAL PROVISIONS		Frequency	Amount
Other: Data Exchange List Service: <u>Reverse Eligibility File to PBM CVS/Caremark</u>	Annual If applicable, describe other: _____		<b><u>\$2,000</u></b>
Other: Data Exchange List Service: <u>PBM CVS/Caremark data file load for Medical Management</u>	Annual If applicable, describe other: _____		<b><u>\$5,000</u></b>
Other: Data Exchange List Service: <u>Reverse Eligibility File to Zero Health</u>	Annual If applicable, describe other: _____		<b><u>\$2,000</u></b>
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		<b>\$_____</b>
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		<b>\$_____</b>
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		<b>\$_____</b>
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		<b>_____%</b>
<b>Total:</b>			<b><u>\$9,000</u></b>

Other Service and/or Program Fee(s)	<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS
<b>NSA Fees</b> In connection with the claims, items, and services that are subject to the No Surprises Act ("NSA") and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees: <ul style="list-style-type: none"> <li>Fifty dollars (\$50) for each claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and</li> <li>An additional seventy-five dollars (\$75) per claim for each independent dispute resolution process ("IDR") where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and</li> </ul> All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.		
<b>Not applicable to Grandfathered Plans</b> <b>External Review Coordination:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes,</b> coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects for external reviews to be performed under the Affordable Care Act external review process.  <b>If no,</b> provide name and address of administrator(s) of external review coordination and indicate if administrating medical claims and/or pharmacy claims:		



**Administrator:** Medical claims: ☐ Pharmacy claims: ☐ Name: Mailing Address:  
**Administrator:** Medical claims: ☐ Pharmacy claims: ☐ Name: Mailing Address:

**Advanced Payment Review (APR):** ☒ Yes ☐ No

APR is a suite of payment integrity offerings. Refer to the Matrix. If Employer elects APR, indicate APR Savings Program or PEPM below:

☒ APR Savings Program

☐ PEPM

**For APR capabilities other than Reimbursement Services:** If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party vendor.

**Reimbursement Services:** ☒ Yes ☐ No If yes, Claim Administrator will retain twenty-five percent (25%) of any recovered amounts made on third-party liability claims other than recovery amounts received as a result of or associated with any Workers' Compensation Law.

**Third-Party Law Firms Provisions (other than Reimbursement Services):**

Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.

**FlexAccess™:** ☐ Yes ☒ No

As part of its plan design, Employer has directed Claim Administrator to administer claims, copay and coinsurance requirements for Covered Persons enrolled in the FlexAccess program, including (i) adjusting Covered Persons' copayment amounts to the amount of the manufacturer copay assistance, (ii) applying such manufacturer assistance to reduce Covered Persons' out of pocket costs, and (iii) not applying the manufacturer assistance to Covered Persons' deductibles and/or out of pocket maximum accumulators. Employer agrees that FlexAccess is a plan design decision of Employer and is consistent with Employer's plan design and supported by plan documents. Employer further agrees it is solely responsible for, and will, to the extent permitted by law, hold Claim Administrator harmless from, the legal and regulatory compliance of the Plan and its plan design, to the extent permitted by law.

Claim Administrator will assess a program fee equal to 20% of the total shared savings. Total shared savings is calculated as the difference between Employer responsibility without the FlexAccess Program and Employer responsibility with the FlexAccess Program. The Employer responsibility without the FlexAccess Program is the cost of the drug minus the Covered Person's cost share if the Covered Person was not enrolled in the program. The Employer responsibility with the FlexAccess Program is the cost of the drug minus: (1) the manufacturer copay assistance dollars that are allocated to the cost of the drug and (2) the cost share for the Covered Persons enrolled in the program.

**FLEXACCESS™ QUALIFIED HDHP:** ☐ Yes ☒ No

As part of its plan design, Employer has directed Claim Administrator to administer claims, copay and co-insurance requirements for Covered Persons enrolled in FlexAccess Qualified HDHP, including applying such manufacturer copay assistance to reduce Covered Persons' out of pocket costs, and not applying the manufacturer assistance to Covered Persons' deductibles and/or out of pocket maximum accumulators. Employer agrees that FlexAccess Qualified HDHP is a plan design decision of Employer and is consistent with its plan design and supported by the Employer's plan documents. Employer further agrees it is solely responsible for, and will hold Claim Administrator harmless from, the legal and regulatory compliance of the Plan and its plan design, to the extent permitted by law.

Claim Administrator will assess a fee equal to 20% of program savings for administrative fees. Program savings (shared savings) will be calculated based on the manufacturer copay assistance dollars that are allocated to the cost of the drug minus the Covered Persons' estimated cost share (copay or coinsurance) that would have been paid if they were not enrolled in the program.

The difference between Employer Responsibility for claims utilizing FlexAccess Qualified HDHP and not utilizing FlexAccess Qualified HDHP includes as follows:

**Proprietary and Confidential Information of Claim Administrator**

**Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.**

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WITH FLEXACCESS QUALIFIED HDHP: Cost of drug – amount manufacturer copay assistance used – Covered Persons' out-of-pocket cost (if any) up to Deductible... Copay assistance reversed from deductible. Plan pays no portion.

WITHOUT FLEXACCESS QUALIFIED HDHP: Cost of drug – Covered Persons' out-of-pocket cost - Non-FlexAccess Qualified HDHP coupon... Copay assistance applied to Deductible. Plan may pay portion of claim after deductible met

**Alternative Compensation Arrangements:** Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for Covered Services under such Arrangements is described in the Administrative Services Agreement between the Claim Administrator and the Employer.

**Virtual Visits Program:** ☐ Yes ☒ No **If yes,** Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio/video (where available) capability from Virtual Visits powered by MDLIVE.

MDLIVE® is a separate company that operates and administers Virtual Visits for persons with coverage through Blue Cross and Blue Shield of Oklahoma. MDLIVE is solely responsible for its operations and for those of its contracted providers. MDLIVE® and the MDLIVE logo are registered trademarks of MDLIVE, Inc., and may not be used without permission.

### Termination Administrative Charge

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category (*per Covered Employee per individual or family composite*) during the three (3) months immediately preceding the date of termination by the appropriate factors shown below. In the event of a partial termination, the Termination Administrative Charge shall be the sum of the amount obtained by multiplying three (3) times the total number of terminated Covered Employees by the appropriate factors shown below.

Service	2026			
Medical Run-off Administration Charge	\$N/A	\$	\$	\$
Dental Run-off Administration Charge	\$	\$	\$	\$
Miscellaneous	\$	\$	\$	\$
Miscellaneous	\$	\$	\$	\$
Total:	\$N/A	\$	\$	\$

### Other Provisions

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

#### 1. Summary of Benefits & Coverage:

a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?

- ☒ Yes. (Please answer question b. The SBC Addendum is attached.)  
☐ No. (If No, then skip question b and refer to the Administrative Services Agreement for further information.)

b. Will Claim Administrator distribute the (SBC) to Covered Persons?

- ☒ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.  
☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC to Covered Persons via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar and fifty cents (\$1.50) per package.

#### Proprietary and Confidential Information of Claim Administrator

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**2. Massachusetts Health Care Reform Act:**

Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? ☒ Yes ☐ No

**If no:** The Employer acknowledges ☐ it will provide written statements and electronic reporting to the Massachusetts Department of Revenue if required by the Massachusetts Health Care Reform Act or ☐ that it does not believe it is subject to the notification and reporting requirements of the Massachusetts Health Care Reform Act.

Please note Employer will be responsible for conducting or otherwise performing creditable coverage eligibility testing. By electing Claim Administrator to disseminate the above written statements, Employer is representing that any such coverage qualifies as creditable coverage under the applicable Massachusetts Health Care Reform Act requirements.

**3. Alternative Care Management Program** (applicable to the purchased medical management program):

☒ Yes ☐ No

*The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.*

**4. Prior Authorization** (applicable to the purchased medical management program): Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which Prior Authorization (also called pre-notification or preauthorization) is required.

**5. Essential Health Benefits ("EHB") Election:**

**Employer elects EHBs based on the following:**

1. ☐ EHBs based on a Claim Administrator state benchmark:  
☐ Illinois ☐ Montana ☐ New Mexico ☐ Oklahoma ☐ Texas
2. ☒ EHBs based on benchmark of a state other than IL, MT, NM, OK and TX  
If so, indicate the state's benchmark that Employer elects: Utah
3. ☐ Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Oklahoma benchmark plan.

**6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Administrative Services Agreement" unless specified otherwise.**

**7. Independent Dispute Resolution Process:**

Employer authorizes and directs Claim Administrator to offer an amount not to exceed the greater of the Qualifying Payment Amount (QPA) or the amount allowed on the initial notice of payment or denial of a claim on behalf of the Employer during negotiations under the federal IDR process.

**Additional Provisions:**

\*Reinstatement of Coverage: A terminated employee who is rehired will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements. If the employee is returning to work directly from the Plan's COBRA coverage, the waiting period will not apply provided they meet all the other requirements of the definition of an Eligible Employee. Participants whose coverage is reinstated under this provision will receive credit for any portion of the Year deductible and other Cost Sharing amounts that were met for that year while previously covered under the Plan. Benefit maximums for such Participants will be reduced by any amount paid by the Plan while the Participants were previously covered. Notwithstanding the above, this Plan will comply at all times with the Affordable Care Act with regard to rehire provisions.

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\*Discount Guarantee of 72.89% (Blue Advantage) applies for 2026 plan year with up to 20% of base Medical admin fee at risk.

\*In-Network Utilization Guarantee of 98.3% (Blue Advantage) applies for 2026 plan year with up to 20% of base Medical admin fee at risk.

\*Performance Guarantees apply for 2026 plan year with up to 10% of base Medical admin fee at risk. Performance Guarantee Services include: Claim Processing Turnaround Time, Claim Processing Accuracy, Claim Financial Accuracy, Customer Service (Average Speed of Answer of Telephone Calls and Abandoned Calls).

\*2026 Transition Credit: BCBSOK will provide a one-time transition credit of \$50,000 for the twelve-month period beginning on 01/01/2026 (the Contract Effective Date), to be used to cover costs and expenses associated with transitioning medical, prescription, stop loss, ancillary health or other coverage to BCBSOK and/or costs and expenses associated with transitioning to a new product design with BCBSOK. [For ERISA plans: Employer is accepting the transition credit on behalf of the ERISA plan. Employer hereby certifies that it will only use it for purposes consistent with the administration of the plan.] If Employer cancels before expiration of the policy period, Employer will be responsible for refunding to BCBSOK the full amount of the transition credit.

\*2027 Transition Credit: BCBSOK will provide a one-time transition credit of \$25,000 for the twelve-month period beginning on 01/01/2027 (the Contract Effective Date), to be used to cover costs and expenses associated with transitioning medical, prescription, stop loss, ancillary health or other coverage to BCBSOK and/or costs and expenses associated with transitioning to a new product design with BCBSOK. [For ERISA plans: Employer is accepting the transition credit on behalf of the ERISA plan. Employer hereby certifies that it will only use it for purposes consistent with the administration of the plan.] If Employer cancels before expiration of the policy period, Employer will be responsible for refunding to BCBSOK the full amount of the transition credit.

\*2028 Transition Credit: BCBSOK will provide a one-time transition credit of \$25,000 for the twelve-month period beginning on 01/01/2028 (the Contract Effective Date), to be used to cover costs and expenses associated with transitioning medical, prescription, stop loss, ancillary health or other coverage to BCBSOK and/or costs and expenses associated with transitioning to a new product design with BCBSOK. [For ERISA plans: Employer is accepting the transition credit on behalf of the ERISA plan. Employer hereby certifies that it will only use it for purposes consistent with the administration of the plan.] If Employer cancels before expiration of the policy period, Employer will be responsible for refunding to BCBSOK the full amount of the transition credit.

\*Admin Fee Waiver Credit: BCBSOK will provide a credit to the Administrative Fee in an amount equal to \$44.31 Per Employees per month for the first three months of the twelve-month policy period beginning on the Contract Effective Date (01/01/2026). If Employer cancels medical coverage prior to the expiration of the policy period, Employer will be required to refund BCBSOK the full amount of the credit.

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## Signature

Susan Kent / Dena Pride

Sales Representative

404

District

Phone & FAX Numbers

Brady Ayala

Producer Representative

Alliant Insurance Services, Inc.

Producer Firm

3000 W Memorial Rd, Ste 212

Producer Address

405-607-7372

Producer Phone & FAX Numbers

brady.ayala@alliant.com

Producer Email Address

330785439

Tax I.D. No.

Signature of Authorized Purchaser

Kelly Cox

Print Name

HR Director

Title

Date

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## PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

☐ Intentionally left blank by the Employer

Group No.: 435724 By: Debra Wimpee  
Print Signer's Name Here  
➡  
Signature and Title

Group Name: City of Broken Arrow

Address: 220 S First St

City: Broken Arrow State: OK ZIP: 74012

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Month Year

**Proprietary and Confidential Information of Claim Administrator**

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# City of Broken Arrow

## Request for Action

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**File #:** 25-1722, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12/16/2025**

**Title:**

Approval of and authorization to execute an agreement between the City of Broken Arrow and Landmark Aquatic to provide Nienhuis Aquatic Facility Pool Painting, (Project No. 2560300), pursuant to the BuyBoard National Purchasing Cooperative Interlocal Participation Agreement

**Background:**

Nienhuis Aquatic Facility, constructed in 2007, is located at 3201 N 9<sup>th</sup> St. Due to the age of the facility, the pool surface needs repaired, refinished, and repainted to ensure longevity and to improve aesthetics.

“BuyBoard” is a procurement source for government agencies, a subdivision of lead agency of which is the State of Oklahoma. All vendors contracted with BuyBoard are those offering the best prices to governmental entities and who meet the criteria required of competitive bidding. For Swimming Pool Chemicals, Supplies, and Equipment, Category 8 - Swimming Pool Coatings and Compounds, BuyBoard awarded a specific contract (701-23) to Landmark Aquatics.

The scope of this project is to repair, refinish and repaint the inside surface of the pool. Funding of \$199,644 has been budgeted in Sales Tax Capital Improvement Fund 330 and \$45,156 in Parks and Recreation Capital Improvement Fund 332.

**Cost:** \$244,800.00

**Funding Source:** Capital Fund 330, Parks and Recreation Capital Improvement Fund 332

**Requested By:** Matt Hendren, Parks and Recreation Director

**Approved By:** City Manager’s Office

**Attachments:** Broken Arrow Nienhuis Aquatic Center BuyBoard Proposal

**Recommendation:**

Approve and authorize an agreement between the City of Broken Arrow and Progressive Commercial Aquatics, to provide to provide Family Aquatic Center Pool Painting, (Project No. 2560300), pursuant to the BuyBoard National Purchasing Cooperative Interlocal Participation Agreement.

# LANDMARK AQUATIC

1801 Linn Street  
Kansas City, MO 64116

Buyboard #: 701-23

Andrew Denningmann  
General Manager  
adenningmann@landmarkaquatic.com

Prepared for: The Nienhuis Aquatic Facility

October 15, 2025

Buyboard # 701-23

**Jody Baker**

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

Telephone: 918-259-7000 ext. 7441

Email: [jbaker@brokenarrowok.gov](mailto:jbaker@brokenarrowok.gov)

**RE: Prep & paint 3 swimming pools at The Nienhuis Aquatic Center**

**Westport Pools- A Landmark Aquatic Company proposes to provide the following services to your facility:**

- Brush blast approximately 14,000 sq ft in 3 swimming pools on-site removing old paint while adhering to all national safety standards.
- Inspect concrete for any deficiencies and if any chipping/patching is necessary before painting, we will pre-approve change order before proceeding.
- Applying 2 coats Tnemec 161 paint (color by owner) to all 3 pools with non-skid aggregate broadcast per industry standards.
- Painting all in-pool depth markers, main drain outlines, and any safety lines.
- Clean debris and trash resulting from our work, have all finished work approved and signed off on.

All sales tax excluded, sales exempt certificate to be provided

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# LANDMARK AQUATIC

1801 Linn Street  
Kansas City, MO 64116

Buyboard #: 701-23

**Total Cost: \$244,800.00 TWO HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS**

**Buyboard Contract #701-23**

**Clarifications:** Our proposal is based on mutually agreeable terms and conditions. Any terms and conditions included in the bid package are subject to further negotiation if the project is awarded to our firm. Pricing may be considered firm for a period of 30 days from the date of this proposal.

**Estimated construction schedule:** Painting could start within 2-4 weeks of being awarded the job and take 6-8 weeks to finish up and turn over all 3 pools.

**Payment Terms:**

Landmark Aquatic will require 100% payment when job is approved and turned over to the City of Broken Arrow

**Exclusions:**

- Any necessary draining or refilling of any bodies of water.
- Startup, testing balancing of any bodies of water.
- Any slide or feature re-finishing.

Thank you for the opportunity and please don't hesitate to contact me with any questions. Best Regards,

Andrew Denningmann  
General Manager  
Direct (314) 413-8084

Mike Gregg  
Project Manager  
Direct (913) 207-3949

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# LANDMARK AQUATIC

1801 Linn Street  
Kansas City, MO 64116

Buyboard #: 701-23

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Customer Signature

Date

---

Andrew Denningmann, Landmark Aquatic

Date

## GENERAL TERMS AND CONDITIONS

**1. Entire Agreement.** This Agreement and any Seller's Credit Application signed by Buyer constitute the final expression of the agreement between Buyer & Seller with respect to the subject matter hereof and a complete, fully integrated and exclusive statement of their agreement in this regard and there are no understandings, agreements, covenants representations or warranties of any kind, express or implied, not expressly set forth herein. No provision of any purchase order or other document issued by Buyer will alter or add to the terms of this agreement, and any such provision or modification will be void and of no effect. No modification or extension of this Agreement by Buyer will be binding unless it is in writing and is signed by an authorized representative of seller, and no modification of this agreement shall be affected by the parties' course of dealing, usage, or trade custom. In addition, no application of 92.207 of the Uniform Commercial Code (or its local equivalent) to "knock out" or otherwise modify, amend, supplement or supersede any terms or conditions of this Agreement shall have any effect and is expressly rejected. By taking delivery of Product, Buyer shall be conclusively deemed to have accepted and assented to these General Terms and Conditions. In the event that Buyer and Seller engage in any electronic transactions, including, but not limited to, electronic data interchange or facsimile exchanges, such electronic exchanges shall be considered as valid and legally binding and shall be subject to the terms and conditions of this agreement.

**2. Separate Transactions.** All Purchase Orders shall be subject to written acceptance by Seller. Each shipment shall constitute a separate and independent transaction and Seller may recover for each such shipment without reference to any other. If Buyer is in default of any term or condition of the agreement, Seller may, at its option, without waiving its right to terminate this Agreement, defer further shipments hereunder until such default is remedied on which event Seller may elect to extend the Terms of this Agreement for a period of time equal to the period of time during which shipments were so deferred, or, in addition to any other right or remedy at law or in equity Seller may decline further performance of this Agreement, or if in Seller's opinion the delivery or use of Product may result in an environmental health or safety danger or hazard. Seller may, but shall not be obligated to, grant credit terms to Buyer. Acceptance of any order is subject to final credit approval by Seller. If, in the judgement of Seller, the financial responsibility of Buyer shall at any time become

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1801 Linn Street  
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Buyboard #: 701-23

impaired, Seller may without notice to Buyer, suspend credit, cancel any unfilled orders, and/or decline to make further deliveries under this Agreement except upon receipt before shipment, of payment in cash or satisfactory security for such payment. Buyer agrees, upon request, to provide Seller with its most recent financial statements and such other evidence of corporate and financial standing as Seller may reasonably request from time to time to evaluate Buyer's creditworthiness.

**3. Product Returns.** No Product sold hereunder shall be returned to Seller without Seller's prior written permission. Approved Product returns shall be subject to a restocking charge equal to 30% of the then current sale price FOB Seller's warehouse as indicated in the product return approval, with return freight charges for Buyer's account. For Product that cannot be returned, Seller may, in its discretion, provide Buyer with assistance on regulatory issues, disposal options and cost estimates.

**4. Warranties.** **4.1** Subject to Clauses **4.2**, **4.3** and **4.4**, Seller will replace, if necessary, any Product that does not meet the "Product Specifications Submitted by Buyer", if any, on page one (1) of the attached Cover Sheet or if none, the manufacturer's specifications. Seller may, at its sole option, elect to credit Buyer for the purchase price of any defective Product in lieu of replacement. **4.2** Replacement of, or credit for, defective Products is subject to and conditional upon, (a) Buyer's account with Seller being current and in good standing; (b) written notice from the Buyer within seven (7) days of delivery of any Product that does not meet specifications; (c) provision of independent evidence satisfactory to Seller that the Product does not meet specifications; (d) the provision of a sample of the Product to Seller for testing; (e) proper storage of this Product in accordance with Seller's or manufacturer's instructions; (f) decontamination of storage receptacles in accordance with statutory regulations and use of best practices prior to placing any Product in the receptacle; and (g) use of Products for their intended purpose. **4.3** This Warranty excludes damage to or alteration of Products arising from circumstances outside the control of Seller, including, without limitation, mixing of other chemicals or products. **4.4** The Buyer agrees to use the Products in accordance with; (a) any instructions provided to it by Seller from time to time; (b) all federal state & local laws and regulations governing the storage, use and maintenance of the Products; and (c) best industry practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PUPOSE. Determination of the suitability of the Product(s) supplied hereunder for the uses and applications contemplated by Buyer and others shall be the sole responsibility of the Buyer. The warranty in clause **4.1** constitutes Buyer's sole remedy and Seller's sole obligation with respect to Products furnished hereunder.

**5. Claims.** No claim shall be allowable after any such Product has been processed in any manner, and claims on account of defect in quality, or loss of, damage to, or shortage in quantity of, the Product shall be deemed to be waived by the Buyer unless made in writing within seven (7) days from the date of receipt at destination. No action, regardless of form, arising out of the sale or delivery of Product hereunder, may be commenced by Buyer more than one year after occurrence of the event giving rise to such cause of action.

**6. Limitation of Liability: Limitation of Damages: Remedies.** BUYER ASSUMES ALL RISKS AND RESPONSIBILITY RESULTING FROM THE HANDLING, USE, STORAGE OR RESALE OF THE PRODUCTS, WHETHER USED SINGLY OR IN A COMBINATION WITH OTHER PRODUCTS, SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY

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TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF THE PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IS GIVEN AND ACCEPTED AT BUYERS SOLE RISK, BUYER HEREBY WAIVES ALL CLAIMS AGAINST SELLER FOR CONSEQUENTIAL DAMAGES, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, LOSS OF USE, LOSS OF PROFITS OR BUSINESS OPPORTUNITIES OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF ANY USE, HANDLING, STORAGE OR RESALE OF THE PRODUCTS. BUYER'S EXCLUSIVE REMEDY AND SELLER GROUPS TOTAL LIABILITY HEREUNDER WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY FOR INDEMNITY DEFENSE OR OTHERWISE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. IN THE CASE OF BULK DELIVERIES, SELLER GROUP'S TOTAL LIABILITY IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE DELIVERY OF PRODUCT IMMEDIATELY PRECEDING THE DATE OF SUCH CLAIM, SUBJECT IN ALL CASES TO AFFIRMATIVE OBLIGATION ON THE PART OF THE CLAIMING PARTY TO MITIGATE ITS DAMAGES. BUYER HERBY SPECIFICALLY WAIVES ALL OTHER RIGHTS, IF ANY, TO INDEMNIFICATION BY SELLER WHICH MAY BE AVAILABLE AT LAW OR IN EQUITY, INCLUDING INDEMINIFICATION UNDER STATE, FEDERAL, OR COMMON LAW. SELLER SHALL HAVE NO LIABILITY TO BUYER HEREUNDER IF THE PRODUCT IS NOT USED IN ACCORDANCE WITH ITS INTENDED PUPOSE. THE MANUFACTURER'S INSTRUCTIONS OR THE REQUIREMENTS OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT OR OTHER APPLICABLE LAW.

**7. Safety.** Buyer acknowledges that there may be hazards associated with the possession and use of the Product and its containers and shall assume all liability resulting from, or in any way connected with, it's or their possession, transportation, handling, resale or use or its or their suitability for any particular use. Buyer acknowledges the hazardous nature of the Product, and that it has a duty to warn, protect and train as appropriate all persons who may be exposed to these hazards. Buyer also acknowledges that Seller has provided it with appropriate Safety Data Sheet(s) ("SDS"). Upon request of Buyer, Seller shall supply Buyer with additional SDS. Buyer understands that the product must not be handled or used without first consulting the SDS. Buyer will ensure that all of its employees and all other persons who might become exposed to the Product receive and refer to copies of the SDS. 7.2 in the event that Seller elects to respond to an emergency involving Product sold by Seller, Buyer hereby consents to, and releases Seller Group, from liability for, any actions Seller Group may take or fail to take in connection with such emergency.

**9. Delivery.** 9.1 Unless otherwise agreed in writing by Seller (a) all prices are not, F.O.B. carrier, Seller's warehouse and (b) title to and risk of loss of the Product shall pass to Buyer at F.O.B. point. Seller is not responsible for any loss, damage, or delay that may occur after Products have been accepted for shipment by the carrier. Claims for shipping damages must be made directly with the carrier. Applicable taxes, duties, foreign exchange, and other charges shall be calculated at the rate in effect at the time transfer of title to Buyer. 9.2 Buyer shall cooperate fully with Seller's efforts to deliver Product, and shall be appropriately prepared to safely and promptly receive Product when delivered. 9.3 Buyer is responsible for checking all Products to ensure that the correct volume, concentration levels, and type of Products have been received.

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Kansas City, MO 64116

Buyboard #: 701-23

Any shortage, excess, miss-shipment, or defect in any Product must be reported to seller within seven (7) days of receipt of the product by Buyer. Seller shall not be responsible for any claim for shortages or failure to meet specifications after this time. 9.4 Buyer shall provide adequate access to on-site tanks, or other suitable receptacles, to allow for efficient unloading of Products. 9.5 Late delivery or failure to supply shall in no event entitle Buyer to vary or cancel this agreement, or to claim damages in respect thereof. Delivery of Products to Buyer's location shall constitute delivery to Buyer; and all risk of loss or damage shall thereupon be assumed by Buyer. 9.6 Upon Buyer's reasonable request, Seller may, at its option, assist Buyer in loading or unloading Product, but such assistance will be rendered at Buyer's sole risk.

**10. Demurrage and Buyer's Delay.** If the delivery of Products is delayed or prevented by circumstances caused by Buyer, including, without limitation, by Buyer's inability to accept delivery, Buyer shall pay all costs associated with the delayed delivery, storage of products, insurance, and any costs incurred by Seller in making further attempts to deliver the Products

**12. Payment, Price and Non-Price Charges; Credits.** 12.1 Until a specific order is accepted by Seller, quoted prices are subject to change without notice. Orders may not be cancelled once accepted by Seller. Seller reserves the right to correct any clerical or mathematical errors. 12.2 Unless otherwise agreed in writing by seller, payment terms are net 30 days. All payments due hereunder shall be made to Seller in lawful money of the United States at the location indicated on Seller's invoice. Acceptance by Seller of Sales drafts, checks or other forms of payment is provisional only and is subject to immediate collection of the full face amount thereof. 12.3 If Buyer does not pay on time, Seller may (I) place Buyer on C.O.D. (II) suspend deliveries and/or (III) charge interest at a rate of 2% per month (24% per annum) or the maximum allowed under applicable law, if less, on all overdue charges and interest.. Any credit issued by Seller to Buyer on account of Products may only be applied against the cost of future purchases from Seller and will not be paid in cash. Any such credit will expire one (1) year after the date of issuance, and Seller will have no obligation with respect thereto in the event that Buyer does not apply the credit prior to such expiry date. 12.5 Buyer shall have no right of set-off or withholding and no deduction of amounts due from Buyer to Seller shall be made without Seller's prior express written approval.

**13. Force Majeure; Allocation of Product.** 13.1 Seller shall not be liable in damages or otherwise for delay or impairment or failure of performance (other than a failure to pay any monies due) by reason of causes beyond Seller's reasonable control, including without limitation, claims of force majeure, allocations of product, work stoppages or slow-downs, plant closures, or price increases by Seller's suppliers, strikes, labor difficulties, shortage of fuel, power, raw materials or supplies, inability to obtain shipping space, transportation delays, fire, floods, accidents, riots, acts of God, war or terrorism, governmental interference or embargo, and Buyer waives any right to assert a claim against Seller in respect thereof. 13.2 If, at any time, in Seller's opinion there is a period of shortage of supply of Product for any reason, seller may allocate its inventory between Buyer and Seller's other customers in its sole discretion with no liability on Seller's part for failure to deliver the quantity or any portion thereof specified on any order, and Buyer waives any right to assert a claim against Seller in respect thereof.

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SPEAR



WESTPORT  
POOLS

# LANDMARK AQUATIC

1801 Linn Street  
Kansas City, MO 64116

Buyboard #: 701-23

**14. Shipping Methods and Schedules.** Unless at the time of Buyer's acceptance of Seller's Quotation, Buyer specifies in writing the desired method of transportation (air express, motor freight, etc.) Seller will use its judgement in selecting a carrier and route. Delivery schedules are estimated and assume timely receipt of all necessary information and documentation from Buyer, and Seller assumes no responsibility for delays.

**15. General Provisions, 15.1** If Buyer takes the benefit of or becomes subject to any provision of applicable bankruptcy or insolvency law or violates any applicable law, Seller will have the right, by written notice, to immediately terminate this agreement. Seller may also terminate this agreement. In addition to any other rights Seller may have at law or in equity, if within (10) days of being notified by Seller, Buyer has failed to remedy a monetary or any other default.

**15.2** Buyer may not assign this Agreement without the prior written consent of Seller. For the purposes of this Agreement, assignment shall include any assignment by merger or other operation of law. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto, Buyer will obtain a written assumption of this Agreement, in form acceptable to Seller, from any permitted transferee of Buyer.

**15.3** This Agreement shall be governed by and enforced in accordance with the laws of the state Oklahoma.

**15.4** Except as to revisions in price which are governed by Paragraph 11 herein, any notices required or given in connection with this Agreement shall be sent or delivered in writing and be made by (I) registered mail, (II) certified mail, return receipt requested, (III) overnight mail, or (IV) fax (with confirmation of receipt), to the address and to the attention of the persons specified on the Cover Sheet, which the parties agree to promptly update as necessary. Notice shall be deemed given on the day on which it is actually received or refused by the other party.

**15.5** The waiver by either party of any of the rights under this Agreement shall not be construed as constituting a precedent, and shall not in any way affect, limit or prevent such party's right thereafter to enforce and compel strict compliance with each and every term or condition contained herein. The acceptance by the Seller of any payment after the specified due date shall not constitute a waiver of the Buyer's obligation to make further payments on the specified due dates. Seller shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in any suit brought by Seller in connection with this Agreement.

**15.6** If any provisions of this Agreement shall be held to be illegal or unenforceable the legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The paragraph headings are for convenience only and shall not be used in interpreting or construing this Agreement.

**15.7** All specifications, formulas, drawings, illustrations, descriptive matter and particulars contained in Seller's catalogs, website and marketing documents (the "Descriptions") are indicative only, do not form part of this Agreement, and are not representations or warranties of any kind. No discrepancy between the Products and the Descriptions will entitle the Buyer to rescind this Agreement or seek compensation or damages.

**15.8** Buyer represents and warrants that it is not a "Prohibited Person" as defined by the Office of Foreign Assets Control.

**15.9** Unless Buyer is authorized to distribute the Products delivered hereunder pursuant to a written agreement with Seller, the Products are supplied to Buyer for Buyer's internal use only, and Buyer may not

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WESTPORT  
POOLS



# LANDMARK AQUATIC

1801 Linn Street  
Kansas City, MO 64116

Buyboard #: 701-23

repackage, resell or otherwise distribute the Products to third parties without the prior written consent of Seller. Even if Seller's consent is granted, Buyer agrees to comply with all applicable export laws and regulations with respect to the Products and not to transship or resell Product to any person or entity who is a "Prohibited Person" as defined by the Office of Foreign Assets Control.

**15.10** Buyer shall not use the Seller's trademarks or any part thereof as part of Buyer's name, nor register any name, including domain names, or mark confusingly similar to the Seller's trademarks. Buyer acknowledges that Buyer is not being licensed any right or interest of any kind in Seller's trademarks and that Buyer may not use same without the prior written consent of Seller.

**15.11** The relationship of the parties hereto is that of Buyer and Seller. Nothing in this agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Accordingly, neither party shall be empowered to bind the other party in any way, to incur any liability or otherwise act on behalf of the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), worker's compensation, and all other employment benefits.

**15.12** This Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation. **15.16** This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. Signature by facsimile or by e-mail in portable document format (.pdf) shall also bind the parties to this Agreement.

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# City of Broken Arrow

## Request for Action

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**File #:** 25-1718, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**Title:**

Approval of and authorization to execute a professional services agreement with Thomson Reuters to provide the Broken Arrow Police Department with CLEAR

**Background:**

The Broken Arrow Police Department has used CLEAR for a number of years across all areas of the police department. CLEAR, provided by Thomson Reuters, is a comprehensive, online investigative platform that allows investigators and analysts to easily access billions of public records, publicly available information, and proprietary data for investigation and due diligence, including identity verification and risk assessment, screening, and monitoring.

Thomson Reuters is the sole-source provider of CLEAR.

This is a three-year contract with Thomson Reuters to provide CLEAR. The monthly charges will increase each year and the total value of this contract is \$82,716.48. The police department will be charged \$26,238.36 for FY27. The yearly costs for FY28 and FY29 will be \$27,550.32 and \$28,927.80, respectively.

**Cost:** \$82,716.48 (total cost for 3-year agreement) 4055 Maintenance Services

**Funding Source:** Departmental Operational Budget

**Requested By:** Lance Arnold, Chief of Police

**Approved By:** City Manager's Office

**Attachments:** Broken Arrow Police Dept. CLEAR Order Form  
CLEAR Sole Source Letter for Broken Arrow PD

**Recommendation:**

Approve and authorize execution of a professional services agreement with Thomson Reuters for the Police Department





Vindhya Ganhewa  
Team Lead/Sr. Client Manager  
2395 Midway Rd  
Carrollton, TX 75006  
571-383-0556  
Vindhya.ganhewa@thomsonreuters.com

December 2, 2025

Captain Josh Russell  
Broken Arrow Police Department  
1101 North 6th Street  
Broken Arrow, OK 74012

## **RE: Sole Source Designation—Thomson Reuters CLEAR**

Dear Captain Russell:

Thomson Reuters is pleased to provide you with information concerning CLEAR. The purpose of this letter is to confirm that Thomson Reuters is the sole source provider for the features and capabilities of CLEAR.

Thomson Reuters CLEAR is a comprehensive, online investigative platform that allows investigators and analysts to easily access billions of public records, publicly available information, and proprietary data for investigation and due diligence, including identity verification and risk assessment, screening, and monitoring. Through its easy-to-use, intuitive interface, CLEAR provides extensive and current data sources, functionality, and exclusive offerings that comprise the most comprehensive investigative database platform available.

West Publishing Corporation, a Thomson Reuters business, is the sole provider of CLEAR, and we do not permit sale/resell through distributors or resellers. No other online investigative research tool provides the following combination of data, features, and capabilities as found on CLEAR.

## **KEY INVESTIGATIVE CONTENT**

- **Real-Time Incarceration and Arrest (RTIA) Records**—Through this premium feature, CLEAR offers gateway access to Appriss's arrest data network, the only real-time network of state and local offender management system in existence. This data source provides live access to more than 160 million incarceration and arrest records from a multitude of state and local agencies nationwide. The data is updated every hour to ensure that the most up-to-date information is available. Records often contain images of the subject as well as physical characteristic data to help investigators quickly identify and focus on the most relevant results. In CLEAR, the RTIA Gateway can be searched in conjunction with the standard criminal records resources to provide robust, comprehensive results in a single search.
- **Real-Time Incarceration and Arrest (RTIA) Alerts**—In addition to alerting on New Bookings, allows RTIA customers to select from RTIA-specific options when creating a Person Alert: Notify if Already in Custody; Notify X Days after Subject is in Custody; Notify on Release.

- **Bank Account Header Data**—This header data is non-financial information collected on a subject related to checking account and direct deposit account activity, such as account opening or closing, check orders, or insufficient funds. Containing more than 500 million records, this data is from financial, retail, and lending institutions. Types of data include names, addresses, phone numbers, dates of birth, driver's license numbers, and Social Security numbers or individual taxpayer identification numbers. Records span all 50 states, the District of Columbia, and limited coverage from selected U.S. territories. Data from the source is updated monthly.
- **Photo Images on Criminal Records**—CLEAR provides photo images on arrest and criminal records. When available from the sources, these images will be displayed on arrest records, sex offender records, and selected Department of Correction records.
- **Cell Phone Data**—CLEAR's phone data is the most comprehensive, current, and accurate data in the industry. No service other than CLEAR offers gateway access to real-time, nationwide phone data. Through this real-time gateway, CLEAR provides comprehensive phone data, including detailed carrier contact information, for cell phones, landlines, and VoIP. Additionally, the Phone Records data set provides access to hundreds of millions of phone records, including more than 200 million cell phone numbers, as well as landlines and VoIP numbers.
- **Credit Reporting Bureaus**—CLEAR provides government investigators and analysts with regularly updated credit header information originating from all three of the major credit reporting bureaus, including real-time header information from Experian and TransUnion in CLEAR's comprehensive reports. This results in reports that provide more current address information. Other critical address information provided by credit reporting bureaus includes the high-risk address alert, which identifies addresses that may be associated with a propensity for fraud.
- **Real-Time Vehicle Registration Data**—CLEAR offers real-time gateway access to vehicle registration data for 43 states, the District of Columbia, and Puerto Rico, providing up-to-date information on vehicles and their registered owners.
- **Global Business Data**—CLEAR provides comprehensive data on business entities, including small and privately held companies as well as corporations. Business data sources also include Worldbase, a global offering of more than 305 million companies. This content includes both U.S. company information and international company information from 220 countries.

## ADVANCED FEATURES AND CAPABILITIES

- **Criminal Analytics**—Thomson Reuters has categorized criminal records into categories and has standardized criminal offense-level descriptions across jurisdictions, making it easier to understand the nature and severity of a subject's offense. In CLEAR's Court Search, users can select from an extensive list of specific categories of crimes, and to select types of criminal records, i.e., Misdemeanor Charge, Misdemeanor Conviction, Felony Charge, and Felony Conviction for the search. A Filter Criminal Records or Categories field allows for further specifying of criminal record types.
- **Alerts**—With CLEAR Alerts, users can automatically monitor the status of a selected attribute or subject, at a chosen time interval (e.g., daily, weekly, etc.). When either new information is added or information changes on the selected attribute or subject, CLEAR sends a notification to the user about the updated information.
- **Web and Social Media**—This search/dashboard tool provides access to social networking sites, dating networks, blogs, watchlists, and other web sources.

- **Associate Analytics**—This dashboard tool in CLEAR displays a list of relatives of the subject and associates of various types (e.g., shared address, shared phone number, party to same vehicle or real property transaction, etc.) and allows users to quickly scan the list of relatives and associates for potential negative affiliations.
- **Company Family Tree**—The Company Family Tree tool provides visualization of relationships between parent and subsidiary companies.
- **Graphical Display**—Graphical Display is a dashboard tool providing visualization of interpersonal relationships and connections between people and businesses.
- **News**—This search/dashboard tool provides access to news items relating to a subject, with ability to focus on negative news and sentiments about the subject or to obtain all available news items. News searches can be filtered for U.S. newspapers only and can opt to remove duplicate news documents. Users also may customize news searches.
- **Map Analytics**—This dashboard tool plots a subject's address on a map and allows a view of surrounding businesses by type based on SIC codes, including medical facility, attorney's office, or automotive mechanic shop. Users may view details of businesses on the map. Additionally, by adding a person result to the map, users can see the most recent individuals who have been residing at an address.
- **Quick Analysis Flags**—Provides a checklist of data sets that can be potential red flags for a person or business, in order to help determine where to focus investigative efforts.
- **Address Map**—Shows the addresses associated with the subject (and which appear in the Vital Statistics section of search results) on an interactive map, via Google Maps.
- **Customizable Dashboard**—CLEAR's dashboard view allows users to get an immediate overview of a person or business and to quickly get a sense of potential risks associated with the subject. Users can customize the dashboard to ensure a focus on data that's most relevant to them.
- **Vital Statistics**—CLEAR results include this feature, which provides a convenient summary of the key attributes and information from multiple sources for a subject.
- **Linked Searching**—CLEAR offers the ability to search from within search results, making it fast and convenient to dive deeper into returned data. Linked searches include address, business name, driver's license number, email address, person name, phone number, and Social Security number.
- **Entity Resolution**—CLEAR uses entity resolved database (ERD) technology to efficiently find all available public records pertaining to a subject. CLEAR's ERD technology uses multiple data elements and identifiers to match records and can overcome partial and incomplete data, misspellings, etc. CLEAR's ERD technology ensures that users obtain the full complement of available data on a subject.
- **Relevance Scores**—As results are returned in CLEAR, the most relevant records appear at the top of the result list.
- **Data Source Transparency**—In CLEAR, sources and their corresponding "reported dates" are provided with search results to provide maximum transparency to the user. The reported dates shown on records indicate the dates of the transaction or activity associated with the record at the source. In contrast, many providers of investigative database services list the date that the information was most recently updated in their database, and not when it was updated at the source. CLEAR shows the actual date of update in the source data. Additional source details, such as detailed coverage

information and update frequencies, are provided in CLEAR's Online Help, so that users can be assured of the credibility, reliability, and currentness of the data.

- **User Preferences**—CLEAR's Preferences account tool allows users to create preferences for conducting linked searches, permissible uses, user profile, display order of dashboard modules, and regarding data included in selected dashboard tools, e.g., Quick Analysis Flags, Associate Analytics.
- **Customized Reporting**—In CLEAR, customers have several customizing options available and can create report templates by setting report preferences, identifying the sections to include, and setting the sequence in which sections are displayed.
- **Workspace**—The Workspace feature allows customers to save selected results and report data indefinitely and provides the ability to generate link-chart and map views of the data. Visualizing information on multiple subjects in a link-chart view makes it easier for investigators to discern possible connections or associations between subjects/entities.
- **CLEAR Mobile Access**—CLEAR users can access critical data on their smart phones and other mobile devices. CLEAR Mobile does not restrict data returns, so users have access to the same results information that they would on their computers, including Vital Statistics in search results and comprehensive reports. CLEAR automatically detects a user's mobile device type and seamlessly logs in the user to a streamlined, mobile version.
- **Compatibility with Analytical Programs**—For investigators who need to conduct more powerful analysis on CLEAR results, CLEAR data can be readily integrated with i2 Analyst's Notebook and Palantir.
- **Google Maps Compatibility**—CLEAR provides mapping of address data, powered by Google Maps, in several areas, including the Address Map and Map Analytics modules, Workspace, and in Search Results, by selecting the map icon located beside the address.

I would be happy to further discuss with you the exclusive features, services, and content available for CLEAR. If you have any questions concerning this document or require additional information, please do not hesitate to contact me.

Sincerely,

Vindhya Ganhewa



**Thomson  
Reuters™**

## Order Form

**Order ID:Q-10943394**

Contact your representative [vindhya.ganhewa@thomsonreuters.com](mailto:vindhya.ganhewa@thomsonreuters.com) with any questions. Thank you.

### Subscriber Information

#### Sold To Account Address

Account #: 1003469078  
BROKEN ARROW POLICE DEPT  
TEMP ACCESS CLEAR  
1101 N 6TH ST  
BROKEN ARROW OK 74012-2044 US

“Customer”

#### Shipping Address

Account #: 1003469078  
BROKEN ARROW POLICE DEPT  
TEMP ACCESS CLEAR  
1101 N 6TH ST  
BROKEN ARROW OK 74012-2044 US

#### Billing Address

Account #: 1003469078  
BROKEN ARROW POLICE DEPT  
TEMP ACCESS CLEAR  
1101 N 6TH ST  
BROKEN ARROW, OK 74012-2044 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

**Renewal Order Governing Agreement.** Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing.

### Renewal Products

Material #	Renewed Product	Agreement #	Deal ID #	Monthly Charges in effect prior to Renewal Effective Date	Monthly Charges for Initial Renewal Year	Renewal Effective Date	Renewal Term (Months)
41308780	CLEAR Proflex	0000133262		\$2,043.49	\$2,186.53	8/1/2026	36

### Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form

### Post Renewal Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins.

### Miscellaneous

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

**Applicable Law.** If you are a state or local governmental entity, your state’s law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim

by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Confidentiality of Ordering Document.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

**Diligence Process.** Due to the regulated or private nature of the data available through the Services, you may be required to satisfy diligence requirements before you are permitted to access or use the Services. The diligence process may be carried out through electronic means and/or an onsite inspection and includes, but is not limited to, verification of your business legitimacy and use case permissibility in accordance with applicable laws, rules and regulations, and Thomson Reuters policies ("Diligence Process"). Your satisfaction of the Diligence Process is in our sole discretion, and access to the Services may be subject to additional diligence reviews during the term of this Agreement. You represent and warrant that all information you provide to us for diligence purposes is accurate, and you agree to promptly notify us of any changes to that information during the term of this Agreement. If you do not satisfy the Diligence Process or any subsequent diligence review, we may immediately suspend or limit your access to the Services, and we reserve the right to terminate this Agreement following any such suspension or limitation by providing written notice to you.

**Permissible Use of Regulated Data.** Thomson Reuters is not a consumer reporting agency. You represent and warrant (i) you will only use the Services for the permitted internal business use approved by us during the Diligence Process (the "Permitted Use"); (ii) you are the only end user of the Services and the information you access through the Services; and (iii) you will strictly limit the access, use and distribution of the Services and the information you access through the Services to individuals permitted under applicable laws, rules and regulations, and the Third-Party Provider Terms. You will keep the information you access or obtain through the Services confidential. You shall not permit any third party, including affiliated entities and subcontractors, to access the Services without our express prior written authorization. Engaging in the resale, sub-licensing, or other onward transfer of the information you access or obtain through the Services is strictly prohibited. The Services and the information you access through the Services do not constitute a "consumer report" as such term is defined in the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) ("FCRA"). You may not use the Services or the information you access through the Services as a factor in consumer debt collection decisioning, establishing a customer's eligibility for credit, insurance, employment, government benefits, housing, or for any other purpose authorized under the FCRA or as a factor for taking an adverse action relating to a consumer application. If the Financial Industry Regulatory Authority (FINRA) regulations apply to you, you may use the Services to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the Services in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110. You will immediately report any misuse, abuse, or compromise of the data and agree to cooperate with any resulting inquiry or investigation. If we believe, in our sole discretion, that the data has been or may be misused, abused or compromised, we may immediately suspend or limit your access to the Services and we reserve the right to terminate this Agreement following any such suspension or limitation by providing written notice to you. You will be responsible for any misuse, abuse, or compromise of the information in the Services by you or any person or entity accessing the information from or through you.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

**CLEAR Fixed Rate Usage** :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage** :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

**Enterprise Law Enforcement Subscribers:** You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Amended Terms and Conditions**

**Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Signature for Order ID: Q-10943394**

**ACKNOWLEDGEMENT Q-10943394**

**I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.**

<div></div> <div>Signature of Authorized Representative for order</div>	<div></div> <div>Title</div>
<div></div> <div>Printed Name</div>	<div></div> <div>Date</div>

This Order Form will expire and will not be accepted after 4/1/2026 CT.



**Attachment****Order ID:Q-10943394**

Contact your representative [vindhya.ganhewa@thomsonreuters.com](mailto:vindhya.ganhewa@thomsonreuters.com) with any questions.  
Thank you.

Order ID: Q-10943394

**Payment, Shipping and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1003469078

This order is made pursuant to:

**Order Confirmation Contact (#28)**

Contact Name:Russell, Joshua

Email:jsrussell@brokenarrowok.gov

**Account Contacts**

Contact Name	Email Address	Customer Type Description

**Charges During Renewal Term**

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2*	Year 2 Monthly Charges	% incr Yr 2-3*	Year 3 Monthly Charges	% incr Yr 3 4*	Year 4 Monthly Charges	% incr Yr 4-5*	Year 5 Monthly Charges
41308780	CLEAR Proflex	\$2,186.53	5.00%	\$2295.86	5.00%	\$2410.65	N/A	N/A	N/A	N/A

**Charges During Renewal Term**

Pricing is displayed only for the years included in the Renewal Term. Years without pricing in above grid are not included in the Renewal Term. Refer to your Order Form for the Post Renewal Term pricing.



# City of Broken Arrow

## Request for Action

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**File #: 25-1735, Version: 1**

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

**Title:**

**Approval of and authorization to execute a Cyber Policy with Travelers Casualty and Surety Company of America to be effective January 1, 2026**

**Background:**

To protect the City from liability and disruption from a cyber-attack, the City desires to renew a CyberRisk insurance policy from Travelers Casualty and Surety Company of America. Travelers Casualty has provided the City's cyber policy coverage since January 1, 2020. The current policy held through Travelers for calendar year 2025 is \$66,798.00; the renewal recommendation (Option 2), comes with increased policy limits for calendar year 2026 and came in at a reduced rate of \$60,216.00.

To ensure diligence of provided services and premiums, a subsequent quote from Travelers was received and reviewed. No other quotes were received as it has become increasingly difficult over the years to find Cyber policy offerings for municipalities due to the number of losses around the country.

A thorough review was made of both quotes received. Option 1 has lower limits and came in at \$54,401. Increased limits are available with Option 2 and requires the city to verify payee account change and wire information, which the city can commit to.

Staff recommends approval of the renewed CyberRisk policy, Option 2, with Travelers Casualty and Surety Company of America to be effective January 1, 2026. With a policy renewal from Travelers, we benefit from holding their policy for the last several years and they have a seamless policy renewal for the City of Broken Arrow.

The CyberRisk Policy aggregate limit is \$3,000,000 with a \$25,000 deductible. Travelers Casualty and Surety Company of America is a subsidiary of The Travelers Companies, Inc., and has earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

**Cost:** \$60,216.00

**Funding Source:** General Government Insurance Fund and BAMA

**Requested By:** Kelly Cox, Human Resources Director

**Approved By:** City Manager's Office

**Attachments:** Travelers Quote Option 1  
Travelers Quote Option 2

**Recommendation:**

Authorization to execute a Cyber Policy with Travelers Casualty and Surety Company of America to be effective January 1, 2026

**Travelers Casualty and Surety Company of America**

**QUOTE OPTION #1**

**CYBER COVERAGE:**

<b>Liability</b>	<b>Limit</b>	<b>Retention</b>
<b>Privacy and Security</b>	\$3,000,000	\$25,000
<b>Payment Card Costs</b>	\$3,000,000	Subject to Privacy and Security Retention
<b>Media</b>	Not Covered	
<b>Regulatory Proceedings</b>	\$3,000,000	\$25,000
<b>Breach Response</b>	<b>Limit</b>	<b>Retention</b>
<b>Privacy Breach Notification</b>	\$3,000,000	\$25,000
<b>Computer and Legal Experts</b>	\$3,000,000	\$25,000
<b>Betterment</b>	\$100,000	
<b>Cyber Extortion</b>	\$3,000,000	\$25,000
<b>Data Restoration</b>	\$3,000,000	\$25,000
<b>Public Relations</b>	\$3,000,000	\$25,000
<b>Cyber Crime</b>	<b>Limit</b>	<b>Retention</b>
<b>Computer Fraud</b>	\$3,000,000	\$25,000
<b>Funds Transfer Fraud</b>	\$3,000,000	\$25,000
<b>Social Engineering Fraud</b>	\$100,000	\$5,000
<b>Telecom Fraud</b>	\$100,000	\$5,000
<b>Business Loss</b>	<b>Limit</b>	<b>Retention</b>
<b>Business Interruption</b>	\$3,000,000	
<b>Dependent Business Interruption</b>	\$1,000,000	
<b>Dependent Business Interruption - System Failure</b>	\$1,000,000	
<b>Dependent Business Interruption - Outsource Provider</b>	\$1,000,000	
<b>Dependent Business Interruption - Outsource Provider - System Failure</b>	\$1,000,000	
<b>Reputation Harm</b>	\$250,000	\$5,000
<b>System Failure</b>	\$3,000,000	

**Additional First Party Provisions**

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

**Knowledge Date:** January 01, 2020

**P&P Date:** January 01, 2020

**Retro Date:** N/A

**TOTAL ANNUAL PREMIUM - \$54,401.00**

(Other term options listed below, if available)

**LIMIT DETAIL:**

Shared Additional Defense Limit of Liability: N/A  
CyberRisk Policy Aggregate Limit: \$3,000,000

**EXTENDED REPORTING PERIOD AND RUN-OFF:**

Extended Reporting Period for Cyber Coverage:  
Additional Premium Percentage: 75%  
Additional Months: 12  
Run-Off Extended Reporting Period for Cyber Coverage:  
Additional Premium Percentage: N/A  
Additional Months: N/A

**CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:**

Duty to Defend

**PREMIUM DETAIL:**

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$54,401.00	\$0.00	\$0.00	\$54,401.00	\$54,401.00

**POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:**

AFE-15001-0620 Declarations  
AFE-16001-0119 General Conditions  
CYB-15001-0620 CyberRisk Declarations  
CYB-16001-0620 CyberRisk Coverage  
CYB-16001-TOC-0620 CyberRisk Table of Contents

**ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:**

AFE-17011-0119 Oklahoma Changes Endorsement  
AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement  
AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement  
CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement  
CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement  
CYB-19105-0119 Conviction Reward Endorsement  
CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement  
CYB-19123-0519 Bricked Equipment Endorsement  
CYB-19171-1020 Preservation Of Governmental Immunity - Oklahoma Endorsement

**CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:**

*This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.*

- 1 Signature/Date on CyberRisk Renewal application
- 2 Completion of Contact Verification Form

**Travelers Casualty and Surety Company of America**

**QUOTE OPTION #2**

**CYBER COVERAGE:**

<b>Liability</b>	<b>Limit</b>	<b>Retention</b>
<b>Privacy and Security</b>	\$3,000,000	\$25,000
<b>Payment Card Costs</b>	\$3,000,000	Subject to Privacy and Security Retention
<b>Media</b>	Not Covered	
<b>Regulatory Proceedings</b>	\$3,000,000	\$25,000
<b>Breach Response</b>	<b>Limit</b>	<b>Retention</b>
<b>Privacy Breach Notification</b>	\$3,000,000	\$25,000
<b>Computer and Legal Experts</b>	\$3,000,000	\$25,000
<b>Betterment</b>	\$100,000	
<b>Cyber Extortion</b>	\$3,000,000	\$25,000
<b>Data Restoration</b>	\$3,000,000	\$25,000
<b>Public Relations</b>	\$3,000,000	\$25,000
<b>Cyber Crime</b>	<b>Limit</b>	<b>Retention</b>
<b>Computer Fraud</b>	\$3,000,000	\$25,000
<b>Funds Transfer Fraud</b>	\$3,000,000	\$25,000
<b>Social Engineering Fraud</b>	\$250,000	\$12,500
<b>Telecom Fraud</b>	\$100,000	\$5,000
<b>Business Loss</b>	<b>Limit</b>	<b>Retention</b>
<b>Business Interruption</b>	\$3,000,000	
<b>Dependent Business Interruption</b>	\$3,000,000	
<b>Dependent Business Interruption - System Failure</b>	\$3,000,000	
<b>Dependent Business Interruption - Outsource Provider</b>	\$3,000,000	
<b>Dependent Business Interruption - Outsource Provider - System Failure</b>	\$3,000,000	
<b>Reputation Harm</b>	\$250,000	\$5,000
<b>System Failure</b>	\$3,000,000	

**Additional First Party Provisions**

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 8 hours

**Knowledge Date:** January 01, 2020

**P&P Date:** January 01, 2020

**Retro Date:** N/A

**TOTAL ANNUAL PREMIUM - \$60,216.00**

(Other term options listed below, if available)

**LIMIT DETAIL:**

Shared Additional Defense Limit of Liability: N/A  
CyberRisk Policy Aggregate Limit: \$3,000,000

**EXTENDED REPORTING PERIOD AND RUN-OFF:**

Extended Reporting Period for Cyber Coverage:  
Additional Premium Percentage: 75%  
Additional Months: 12  
Run-Off Extended Reporting Period for Cyber Coverage:  
Additional Premium Percentage: N/A  
Additional Months: N/A

**CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:**

Duty to Defend

**PREMIUM DETAIL:**

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$60,216.00	\$0.00	\$0.00	\$60,216.00	\$60,216.00

**POLICY FORMS APPLICABLE TO QUOTE OPTION # 2:**

AFE-15001-0620 Declarations  
AFE-16001-0119 General Conditions  
CYB-15001-0620 CyberRisk Declarations  
CYB-16001-0620 CyberRisk Coverage  
CYB-16001-TOC-0620 CyberRisk Table of Contents

**ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 2:**

AFE-17011-0119 Oklahoma Changes Endorsement  
AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement  
AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement  
CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement  
CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement  
CYB-19105-0119 Conviction Reward Endorsement  
CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement  
CYB-19123-0519 Bricked Equipment Endorsement  
CYB-19171-1020 Preservation Of Governmental Immunity - Oklahoma Endorsement



## **CONTINGENCIES APPLICABLE TO QUOTE OPTION # 2:**

*This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.*

- 1 Verification of SE Coverage controls listed in email.
- 2 Signature/Date on CyberRisk Renewal application
- 3 Completion of Contact Verification Form

## **NOTICES:**

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

### **Important Notice Regarding Compensation Disclosure**

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [http://www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

## **FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE**

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

### **Coverage Disclaimer:**

**THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE**

DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

**Affiliate (non-Subsidiary) Coverage Disclaimer:**

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the [travelers.com](http://travelers.com) website or contact your underwriter.



# City of Broken Arrow

## Request for Action

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**File #: 25-1711, Version: 1**

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

**Title:**

Approval of and authorization to execute an Interagency Agreement with Tulsa County for services provided by the Tulsa Area Community Intervention Center

**Background:**

The Broken Arrow Police Department has utilized the Tulsa Area Community Intervention Center (TACIC) for more than a decade to retain juveniles who have been arrested for a violation of a municipal ordinance or state law. TACIC is operated by the Tulsa County Juvenile Detention Home under the direction of the Tulsa County Board of Commissioners. Among its many functions, TACIC conducts intake screenings and holds juveniles until they can be released to a parent, guardian, or approved responsible adult. The services relieve a police officer of the responsibility of monitoring a juvenile until they can be released. In FY25, BAPD took 53 juveniles to the facility, with approximately half of them going to detention and half being admitted to TACIC. The number taken by BAPD represents 5.8% of the total number of juveniles admitted to the facility.

Historically, the Broken Arrow Police Department paid TACIC \$6,000 annually for their services. On October 16, 2025, we were notified that TACIC was restructuring its service fees and were presented with two options. The first option was to pay TACIC \$25,498.29 for FY26. The second option was to pay \$944.38 for each juvenile admitted. The fee is based on the average cost per juvenile over the three previous fiscal years.

Because the new agreement was presented well after the approval of the FY26 budget, we have elected the second option. We anticipate absorbing the additional expense within our current operating budget.

**Cost:** \$25,000

**Funding Source:** Fund 344 - PSST-Police

**Requested By:** Lance Arnold, Chief of Police

**Approved By:** City Manager's Office

**Attachments:** Interagency Agreement

**Recommendation:**

Approve and authorize execution of the Interagency Agreement with Tulsa County.

## **INTERAGENCY AGREEMENT**

The Tulsa Area Community Intervention Center, being operated by the Tulsa County Juvenile Detention Home, agrees to provide services to local municipalities regarding police officer contact with Tulsa County juvenile offenders. The City of Broken Arrow, Oklahoma on behalf of the Broken Arrow Police Department, being one of the municipalities served, agrees to access said services and to monetarily support the continued operation of the Tulsa Area Community Intervention Center, hereafter referred to as TACIC. The guidelines for the implementation of services are as follows:

TACIC will:

- Assist law enforcement officers by providing a 24 hour, 7 days a week, short-term retaining facility for quick drop-off of arrested juveniles so officers can return to their duties to the community, on an “as available” basis;
- Provide a safe and secure environment for juveniles who have been arrested for violation of a municipal ordinance or state law;
- Help reduce recidivism of juvenile offenders by delivering intervention for delinquent behavior;
- Detect and address the underlying causes of delinquent or problem behaviors on the front end as a preventative measure;
- Intervene before problems escalate into chronic or more serious offenses;
- Create a more effective and efficient alliance between police, parents, juvenile justice and treatment providers;
- Provide intake assessments, which include:
  - ▶ Verification of Youthful Offense
  - ▶ Verification of Detention eligibility
  - ▶ Intake screening using the OJA-5 Assessment Tool
    1. Enter/Update JOLTS
    2. Juvenile Justice Background Information
    3. Secure Signed Promise to Appear
    4. Community Referrals
    5. Release to Parent, Guardian, or an approved Responsible Adult
    6. Transmit Information to Court Systems (Both Municipal and District)

**Broken Arrow Police Department will utilize services as needed by:**

- Transporting juvenile offenders to TACIC's secure facility at 500 West Archer St., Tulsa, OK 74103, phone number 918-596-5932;
- Officers will cooperate with TACIC staff regarding intake procedures;
- Officers will deliver juvenile offenders across the hall to Tulsa County Juvenile Detention Home located at the same address above, should detention stays be applicable; and,
- Officers will be responsive to call-back by TACIC staff should more information be needed, or additional charges apply (contraband, destruction of public property, staff assault).

In consideration of the above-mentioned services, Broken Arrow Police Department agrees to pay the Tulsa County Juvenile Detention Home a fee of nine hundred forty-four and 38/100 dollars (\$944.38) for each juvenile admitted, which represents the average cost per juvenile as averaged over the previous three (3) fiscal years. The amount shall be billed each month and payable within 30 days. During any subsequent renewal term, this fee shall be adjusted based on the recalculated average cost per juvenile over the previous 3 fiscal years. Juveniles admitted to TACIC but later transferred to full detention in the Juvenile Detention Home shall not be billed.

In consideration of the above payment, TACIC agrees to offer services and admit eligible juveniles during the fiscal year beginning July 1, 2025 through June 30, 2026.

**Miscellaneous provisions:**

- a. This agreement may be revised and/or renewed annually, providing both parties agree on the revisions and/or renewal. This agreement is only active upon both parties' signatures.
- b. Broken Arrow Police Department will take reasonable steps to verify whether a juvenile is an enrolled member of any Indian tribe and disclose such status to TACIC prior to admission. TACIC will not accept any Indian Juvenile for admission without legal authority to do so.
- c. Juvenile Detention may cancel this Agreement without penalty with 30 days' notice Broken Arrow Police Department. Juvenile Detention may cancel the Agreement immediately upon cessation of operations at the CIC, or any event that would frustrate the purpose of the agreement.
- d. Both parties recognize that the other is subject to the Oklahoma Governmental Tort Claims Act, and without waiving any defenses under said act, each party agrees to bear responsibility for its own acts and omissions.
- e. This Agreement shall be binding upon the City of Broken Arrow and the Board of County Commissioners of Tulsa County and their respective successors, heirs, legal representatives and permitted assigns.
- f. The parties shall notify each other at least ninety (90) days in advance of the termination date of this Agreement of any renewal of this Agreement whether they desire to renew or terminate this Agreement.

Notwithstanding the foregoing, this Agreement will terminate immediately upon the failure of either party to appropriate sufficient funds to perform the terms of this Agreement and the same will become null and void without further action of the Parties.

- g. This agreement constitutes the entire agreement between the parties and supersedes any prior agreement between the parties.
- h. If any terms of this Agreement shall be declared invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such provision had never been contained herein.
- i. This Agreement may be amended only by a written instrument signed by the parties.
- j. This Agreement is between Broken Arrow Police Department and Board of County Commissioners of Tulsa County and creates no right unto or duties to any other person. No person is or shall be deemed a third-party beneficiary of this Agreement.
- k. This Agreement shall be deemed to have been executed by all parties hereto in Tulsa County, Oklahoma and accordingly, this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. The parties agree that any suit, action or proceeding with respect to this Agreement shall be brought in the District Court of Tulsa County, Oklahoma. All parties hereby irrevocably waive any objections which they may now or hereafter have to the personal

jurisdiction or venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court and hereby further irrevocably waive any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum.

- l. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable laws: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (ii) no waiver that may be given by a party shall be applicable except to the specific instance for which it is given; and (iii) no notice or demand on one party shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.
- m. This agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- n. Any notice or other communication required or permitted hereby shall be in writing and the same shall be deemed given upon delivery thereof in person or three business days after such notice is deposited with the United States Postal Service, or carrier service such as Federal Express, and addressed as follows:

If to the Broken Arrow Police Department:  
1101 North Sixth St. Broken Arrow OK. 74012  
The City of Broken Arrow address

Or by email to: [dparker@tulsacounty.org](mailto:dparker@tulsacounty.org)

If to the County of Tulsa: Tulsa County Board of Commissioners  
218 W. 6th St  
Tulsa, Oklahoma 74103  
Attn: District Attorney.

From time to time, either party may designate another address for all purposes of this Agreement by giving to the other party not less than ten (10) days advance written notice of such change of address in accordance with the provisions hereof. The failure or refusal of a party to accept receipt of a notice hereunder shall in no manner invalidate the notice.

**Agreement Signatures**

\_\_\_\_\_  
The City of Broken Arrow

Date: \_\_\_\_\_

Tulsa County Board of County Commissioners (For Tulsa County Juvenile Detention Home)

\_\_\_\_\_  
Chair

Attest:

Approved to form:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Assistant District Attorney



# City of Broken Arrow

## Request for Action

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**File #:** 25-1748, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12/16/2025**

**Title:**

Approval of and authorization to execute an Interlocal Agreement between the County of Tulsa, Oklahoma and the City of Broken Arrow, Oklahoma concerning County Road and Bridge Maintenance and Repair

**Background:**

The City of Broken Arrow and County of Tulsa have a need to continue cooperation and combine existing resources between the two entities, in order to maintain and repair county/city roads and bridges located, in part or whole, within city limits. This agreement shall be in effect from the date of execution by both parties through June 30, 2026.

**Cost:** \$0

**Funding Source:** N/A

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

**Approved By:** City Manager's Office

**Attachments:** Interlocal Agreement between the County of Tulsa, Oklahoma and the City of Broken Arrow, Oklahoma Concerning County Road and Bridge Maintenance and Repair

**Recommendation:**

Approve and authorize the execution of the Interlocal Agreement concerning road and bridge repair and maintenance between the City of Broken Arrow and Tulsa County.



**PLEASE RETURN FULLY EXECUTED COPY TO:**

**TULSA COUNTY CLERK MICHAEL WILLIS  
ATTN: Georgeann Hiebert, Deputy  
218 W. 6TH St. 7th Floor  
TULSA, OK 74119**

**or by email at:  
[ghiebert@tulsacounty.org](mailto:ghiebert@tulsacounty.org)**

CMF# 20252306

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# MEMO

APPROVED  
12/8/2025



DATE: December 3, 2025

FROM: Lisa L. Moore  
Assistant Procurement Director

TO: Board of County Commissioners

SUBJECT: Interlocal Agreement – The City of Broken Arrow, Oklahoma

Submitted for your approval and execution is the attached Interlocal Agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma, on behalf of the Tulsa County Engineering and Highway Department, and the City of Broken Arrow to enable cooperation and combine existing resources between the County and the City for continuing maintenance and repair on roads and bridges under the jurisdiction of the above-named parties effective July 1, 2025, through June 30, 2026, as further described in the attached.

Respectfully submitted for your approval and execution.

LLM

SUBMITTED FOR: The December 8, 2025 BOCC meeting agenda.

CMF# 20252306

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF TULSA, OKLAHOMA AND THE CITY OF BROKEN  
ARROW, OKLAHOMA CONCERNING ROAD AND BRIDGE MAINTENANCE AND REPAIR**

This agreement is made pursuant to the Interlocal Cooperation Act (74 O.S. § 1001 et seq.) by and between the Board of County Commissioners of the County of Tulsa, Oklahoma (hereafter "the County"), and the City of Broken Arrow, Oklahoma (hereafter "the City"). The express purpose of this agreement is to enable cooperation and combine existing resources between the County and the City for continuing maintenance and repair on roads and bridges under the jurisdiction of the above-named parties.

**DURATION**

1. This agreement shall be in effect from July 1, 2025, through June 30, 2026. Thereafter this agreement may be renewed for successive one-year periods corresponding with the County's and the City's fiscal year of July 1<sup>st</sup> through June 30th. The agreement shall expire automatically on June 30, 2026, unless the County and the City renew the agreement for another year.
2. Either party may request a modification of the agreement by making a written request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of any negotiation concerning amendment.
3. Either party may terminate this agreement by providing written notice to the other at least ninety (90) days prior to the proposed termination.

**PURPOSE**

The parties hereto, through each respective governing body, hereby find and declare:

1. WHEREAS, the above-named parties need assistance from each other in order to provide for consistent and continuous improvement of roads and bridges within their respective jurisdictions, and
2. WHEREAS, Title 69, Section 601 of the Authority and Duties of County Commissioners provides the mechanism for Counties to enter into agreements with other political subdivisions to perform any governmental service or activity, and
3. WHEREAS, the aforementioned roads and bridges frequently fall within multiple jurisdictions for limited distances dependent upon city limits boundaries.

**POWERS AND DUTIES**

The County shall advise the City of all actions with respect to any project scheduled to be completed on a county road or bridge for which part of said road or bridge falls within the City's jurisdiction.

The City shall advise the County of all actions with respect to any project scheduled to be completed on a city road or bridge for which part of said road or bridge falls within the County's jurisdiction.

**MAINTENANCE AND OPERATION**

The County and the City shall each retain ownership and responsibility for those roads which may be maintained, improved or repaired under this agreement.

The County and the City agree to cooperate with the other party during times of emergency and/or extreme weather conditions to provide support and additional services as available.

## **ADMINISTRATION**

All parties expressly agree that each individual party to the AGREEMENT shall comply with the rules and regulations of the State of Oklahoma for the implementation of any project.

## **COSTS**

Unless otherwise agreed in writing (including email) before work begins, each Party bears its own costs for activities under this Agreement. Any reimbursement must be confirmed in writing and identify the work, rate/method, and an annual not-to-exceed amount.

## **AVAILABILITY OF FUNDS**

City obligations are contingent upon annual appropriation by the City Council. Lack of appropriation permits termination of affected cooperative efforts without penalty.

## **LIABILITY; IMMUNITY; NO INDEMNITY**

Each Party remains responsible for its own negligent or wrongful acts or omissions to the extent permitted by the Governmental Tort Claims Act. Nothing herein waives sovereign immunity, defenses, or liability limitations. No Party indemnifies or holds harmless the other.

## **INSURANCE / SELF-INSURANCE**

Each Party shall maintain, through self-insurance or commercial insurance, coverage customary for road and bridge operations and provide reasonable proof upon request. If a Party uses a commercial contractor, it shall require the contractor to provide additional insured/primary/waiver endorsements in favor of the other governmental Party (and applicable public trusts).

## **RECORDS; OPEN RECORDS; OWNERSHIP**

Each Party retains ownership of its own records. City-related records are City Records and subject to the Oklahoma Open Records Act; Parties will cooperate with lawful requests and segregate materials claimed as confidential to the extent allowed by law.

## **GOVERNING LAW; VENUE; DISPUTE RESOLUTION**

Oklahoma law governs. Venue lies exclusively in the District Court of Tulsa County, Oklahoma. The Parties do not agree to arbitration.

## **ADOPTION**

Approved by the City Council of the City of Broken Arrow this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

City of Broken Arrow:

Attest:

BY:

BY:

\_\_\_\_\_  
Debra Wimpee, Mayor

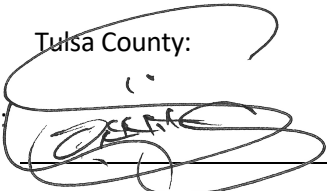
\_\_\_\_\_  
Curtis Green, City Clerk

Approved as to Form:

BY:


\_\_\_\_\_  
D. Graham Parker, Assistant City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this 8th day of  
December, 2025.

Tulsa County:  
BY:   
\_\_\_\_\_  
Lonnie Sims, Chairman

Attest:  
BY:   
\_\_\_\_\_  
Michael Willis, County Clerk



Approved as to Form:  
BY:   
\_\_\_\_\_  
Andrew Mihelich, Assistant District Attorney



# City of Broken Arrow

## Request for Action

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**File #:** 25-1511, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**Title:**

Approval of and authorization to execute Public Road Crossing Closure and Removal Agreement, between Union Pacific Railroad (UPRR) and the City of Broken Arrow, for the 43rd Street Improvements project (ST23230) and authorization to execute Resolution No. 1727, a resolution authorizing the closure of South 219th East Avenue over Union Pacific Railroad

**Background:**

The City plans to construct a new railroad crossing for South 43rd Street to provide access to State Highway 51 from Events Park and the new Sunset Amphitheater. UPRR has agreed to allow construction of the new South 43rd Street railroad crossing contingent on closure of the existing South 219th East Avenue railroad crossing. UPRR requires execution of the attached Public Road Crossing Closure and Removal Agreement by the City prior to start of construction of planned improvements at 43rd Street.

This agreement governs responsibilities for the City pertaining to removal of the roadway crossing over UPRR right-of-way. Per this agreement, the City is responsible to pay all costs for construction, by UPRR, of the railroad crossing removal, which is currently estimated at \$148,966.00. Additionally, this agreement requires the City to install permanent barricades and advance warning signage/pavement markings meeting the current standards of the Manual on Uniform Traffic Control Devices (MUTCD). The City is also required, as part of this agreement, to provide UPRR a resolution, authorized by the City of Broken Arrow, for permanent closure of South 219th Avenue. Attached is Resolution No. 1727 which requests authorization for said closure as required.

UPRR requires both this closure agreement and the resolution be executed by the City before the Public Highway At-Grade Crossing Agreement for the proposed 43rd Street Improvements can be executed. With approval of this agreement and resolution, staff will work with UPRR to bring the final Public Highway At-Grade Crossing Agreement for the proposed 43rd Street Improvements to the governing body at a later date for possible approval.

**Cost:** \$148,966.00

**Funding Source:** 2018 GO Bond, Proposition 1

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

**Approved By:** City Manager's Office

**Attachments:** Public Road Crossing Closure and Removal Agreement and Resolution 1727

**Recommendation:**

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**File #: 25-1511, Version: 1**

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**Approve and authorize execution Public Road Crossing Closure and Removal Agreement and for project ST23230 and authorize execution of Resolution No. 1727**

**CITY OF BROKEN ARROW**  
**RESOLUTION NO. 1727**

**A RESOLUTION AUTHORIZING THE PERMANENT CLOSURE OF SOUTH 219<sup>TH</sup> EAST AVENUE ACROSS THE UNION PACIFIC RAILROAD RIGHT-OF-WAY LOCATED IN SECTION 20, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, GENERALLY LOCATED 2,170 FEET SOUTH OF EAST WASHINGTON STREET AND 1,130 FEET WEST OF SOUTH 51<sup>ST</sup> STREET (EVANS ROAD), WAGONER COUNTY, BROKEN ARROW, OKLAHOMA.**

**WHEREAS**, the City of Broken Arrow plans to construct a new railroad crossing for South 43<sup>rd</sup> Street to provide access to State Highway 51 from Events Park and the new Sunset Amphitheater; and

**WHEREAS**, through negotiations with the City, Union Pacific Railroad has agreed to allow construction of the new South 43<sup>rd</sup> Street railroad crossing contingent on closure of the existing South 219<sup>th</sup> East Avenue railroad crossing; and

**WHEREAS**, Union Pacific Railroad has agreed closure of the South 219<sup>th</sup> East Avenue railroad crossing would not be required until thirty days following the opening of the new South 43<sup>rd</sup> Street railroad crossing; and

**WHEREAS**, South 219<sup>th</sup> East Avenue would remain open, but dead end at Union Pacific Railroad right-of-way, from both State Highway 51 and from East Gary Street for business access; and

**WHEREAS**, business, the park and school facility access would be maintained either via South 43<sup>rd</sup> Street or Events Park entrances from New Orleans Street to the south; and

**THEREFORE, BE IT RESOLVED** by the City of Broken Arrow, Oklahoma the South 219<sup>th</sup> East Avenue roadway over the Union Pacific Railroad right-of-way shall be permanently closed as described above.

**ADOPTED** this 16<sup>th</sup> day of December, 2025.

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM: D. Graham Parker  
Assistant City Attorney



UP Real Estate Project No.: 0788244

**PUBLIC ROAD CROSSING  
CLOSURE AND REMOVAL AGREEMENT**

S. 219th E. Ave.  
DOT 413402Y  
MILE POST 295.72, TULSA SUBDIVISION  
BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

THIS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad"), and **CITY OF BROKEN ARROW**, a municipal corporation or political subdivision of the State of Oklahoma to be addressed at 485 N. Poplar Avenue, Broken, Arrow, Oklahoma ("Public Body").

**RECITALS**

The Public Body desires to permanently close the at-grade public crossing for S. 219th E. Ave., DOT Number 413402Y at Railroad's Milepost 295.72 on Railroad's Tulsa Subdivision at or near Broken Arrow, Wagoner County, Oklahoma (the "Roadway"). The Roadway will not be closed until the at-grade crossing located near DOT 413401S, 43<sup>rd</sup> Street is completed and open to traffic as well as thirty (30) days notification has been provided to the traveling public, by the Public Body, of the S. 219th E. Ave. closure.

**AGREEMENT**

NOW THEREFORE, It is mutually agreed by and between the Railroad and the Public Body as follows:

**SECTION 1.** The Public Body shall take all actions necessary to permanently close and vacate the Roadway, easement and/or any other rights across the Railroad's operating property.

**SECTION 2.** The Public Body shall provide to the Railroad a copy of the Ordinance or Resolution duly passed and adopted by the Public Body that authorizes and directs the permanent closure of the Roadway.

**SECTION 3.** The Railroad agrees to remove the railroad crossing surface and warning devices (crossbuck signs, etc.) which currently exist on the Railroad's right-of-way, upon the execution of this agreement at the Public Body's expense. The estimated cost for railroad work is included on **Exhibit B**, attached hereto and made apart hereof.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

#### SECTION 4.

A. Prior to the Railroad's removal of the crossing surface and warning devices, the Public Body, at its expense, shall install, maintain, repair and renew permanent barricades on both sides of the Crossing with such barricades to be located off of the Railroad's property and also all applicable standards and guidelines contained in the current Manual on Uniform Traffic Control Devices ("MUTCD").

B. The Public Body, at its expense, shall also (i) provide new advance street signs and pavement markings to indicate that the Crossing is closed, with such signage to be in compliance with applicable current MUTCD standards and guidelines, (ii) remove all Crossing approach surfaces up to the track tie ends, and (iii) require its contractor to execute the Railroad's then current form of Contractor's Right of Entry Agreement. The current form of Contractor's Right of Entry Agreement is marked **Exhibit A**, attached hereto and hereby made a part hereof, and for the contractor to procure the insurance policies, certificates and endorsements required therein before allowing any contractor to commence any work on Railroad's property.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the Effective Date first herein written.

**CITY OF BROKEN ARROW,  
OKLAHOMA**

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
Michael Spurgeon  
City Manager  
Date:

By: \_\_\_\_\_  
Printed Name:  
Title:  
Date:

ATTEST:

ATTEST:

\_\_\_\_\_  
Curtis Green  
City Clerk

\_\_\_\_\_  
Printed Name:  
Title:

Approved as to Form and Content

*D. Graham Parker*  
\_\_\_\_\_  
Assistant City Attorney

## **EXHIBIT A**

**Exhibit A** will be the Current Form of Contractor's Right of Entry Agreement

**CONTRACTOR'S  
RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

**RECITALS:**

Contractor has been hired by \_\_\_\_\_ to perform work relating to \_\_\_\_\_ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost \_\_\_\_\_ on Railroad's \_\_\_\_\_ [Subdivision or Branch] [at or near DOT No. \_\_\_\_\_] located at or near \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated \_\_\_\_\_ between Railroad and \_\_\_\_\_.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

**AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

**ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

**ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.**

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

\_\_\_\_\_  
[Insert mailing address]

\_\_\_\_\_  
Attn: \_\_\_\_\_

Folder No. \_\_\_\_\_

#### **ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

#### **ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

#### **ARTICLE 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

#### **ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXHIBIT A**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

Exhibit A will be a print showing the general location of the work site.



S 219th Ave  
E 96th St

DOT:413402Y S  
219TH ST/E  
96TH ST



7490-SIMN

**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

## **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

## **Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

#### **Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

#### **Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit [www.up.com/CBUD](http://www.up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

#### **Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

#### **Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_nativedocs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf)

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

#### **Section 8. INDEMNITY.**

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

**WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.**

**E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.**

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Requirements For**  
**Contractor's Right of Entry Agreement**

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G.** All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where permitted by law. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.



- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT B**

Railroad's Cost Estimate

# Material And Force Account Estimate

## Broken Arrow

Estimate Number: 152972    Version: 1

Standard Rates:      Labor Additive = 379.71%  

Estimate Good    Until 01/25/26

Location: TULSA SUB, SIMN, 295.7-295.74  
Description of Work: 413402Y S 219th St Broken Arrow OK 295.72 Tulsa Sub  
Prepared For: Broken Arrow  
Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
ENGINEERING										
		Engineering	1	LS	14,460.00	14,460	0	14,460	0	14,460
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	907.02	0	907	907	0	907
Sub-Total =						14,460	2,707	17,167	0	17,167
TRACK CONSTRUCTION - COMPANY										
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450
	TRACK	136# CWRIS0 24-8'6" PPHWD N 16 TP	80	TF	900.70	56,442	15,615	72,056	0	72,056
	COMPJT	Transition Rail - 136#	2	PR	9,991.63	12,047	7,936	19,983	0	19,983
Sub-Total =						79,939	23,550	103,489	0	103,489
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	40	TF	149.66	5,986	0	5,986	0	5,986
	TRACK	Remove Track	40	TF	58.09	2,323	0	2,323	0	2,323
Sub-Total =						8,310	0	8,310	0	8,310
EQUIPMENT RENTAL										
		Equipment Rental	1	LS	20,000.00	0	20,000	20,000	0	20,000
Sub-Total =						0	20,000	20,000	0	20,000
Total Wgt. in Tons = 205						Totals =	102,709	46,257	148,966	0 148,966

Grand Total = 

\$148,966

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Broken Arrow will pay actual construction costs at the current rates effective thereof.



# City of Broken Arrow

## Request for Action

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**File #:** 25-1765, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12/16/2025**

**Title:**

Approval of and authorization to execute Amendment Number 2 of the Interlocal Agreement between Wagoner County and the City of Broken Arrow regarding the identification and exchange of ownership, construction, maintenance, operations, and financial responsibilities for public infrastructure directly associated with jurisdictional boundary roadways

**Background:**

On June 22, 2022, the City of Broken Arrow approved an interlocal agreement between the City and Wagoner County in an effort to better define each agency's role and to provide clear distinction for each entity's responsibilities and duties specifically regarding the ownership, construction, maintenance, operations, and financial responsibilities for public infrastructure directly associated with jurisdictional boundary roadways. On January 2, 2024, the City of Broken Arrow approved Amendment Number 1 that modified each entity's responsibilities regarding a few specific boundary roadways and clarified all intersection responsibilities.

Amendment Number 2 extends the responsibilities and duties as defined by the Agreement for the City of Broken Arrow with respect to E. 81<sup>st</sup> Street South from 257<sup>th</sup> E. Avenue to 265<sup>th</sup> E. Avenue, including the E. 81<sup>st</sup> Street South and 257<sup>th</sup> E. Avenue intersection. Additionally, it extends the City of Broken Arrow's responsibilities and duties to include 209<sup>th</sup> E. Avenue from E. 41<sup>st</sup> Street South to E. 31<sup>st</sup> Street South, including the 209<sup>th</sup> E. Avenue and E. 41<sup>st</sup> Street South intersection. The E. 31<sup>st</sup> Street South and 209<sup>th</sup> E. Avenue intersection is not covered in this Agreement since it is a part of either entity's inventory of streets.

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Kenneth D. Schwab, P.E., S.E., CFM, Assistant City Manager

**Approved By:** City Manager's Office

**Attachments:** Amendment No. 2 of the Interlocal Agreement between the City of Broken Arrow and Wagoner County

**Recommendation:**

Approve and authorize the execution of Amendment Number 2 of the Interlocal Agreement between Wagoner

County and the City of Broken Arrow regarding the identification and exchange of ownership, construction, maintenance, operations, and financial responsibilities for public infrastructure directly associated with jurisdictional boundary roadways.

**INTERLOCAL AGREEMENT  
BETWEEN  
WAGONER COUNTY AND  
THE CITY OF BROKEN ARROW  
FOR  
IDENTIFICATION OF RESPONSIBILITIES AND DUTIES REGARDING THE  
OPERATIONS, MAINTENANCE, CONSTRUCTION, AND FINANCIAL  
OBLIGATIONS FOR PUBLIC RIGHT-OF-WAYS  
AMENDMENT NO. 2**

This Agreement is made pursuant to the Interlocal Cooperative Act (74 O.S. § 1001, et seq.) by and between Wagoner County, Oklahoma (hereafter the "COUNTY"), and the City of Broken Arrow, Oklahoma (hereafter the "CITY") for the following intents and purposes and subject to the following terms and conditions, to wit:

**SECTION 1. - PURPOSE**

WHEREAS, the COUNTY and the CITY share responsibilities and duties regarding the ownership, operation, maintenance, construction, and financial obligation of public rights-of-way along several State of Oklahoma political subdivision boundary borders; and

WHEREAS, the COUNTY and the CITY individually exercise certain responsibilities and duties regarding the ownership, operation, maintenance, construction, and financial obligation of public rights-of-way solely within each entity's jurisdiction; and

WHEREAS, these responsibilities and duties include, but are not limited to, the public transportation facilities, such as roads, streets, bridges, sidewalks, trails, signals, traffic signage, and public stormwater and drainage systems coupled with other public appurtenances associated with the public transportation facilities; and

WHEREAS, these responsibilities and duties do not include specific responsibilities and duties directly associated with public utility infrastructure, which will remain the obligation of the owner of the public utility; and

WHEREAS, the COUNTY is charged under Oklahoma State Statutes, Title 19, with ownership, operation, maintenance, construction and financial obligation for said public rights-of-way and the public infrastructure as identified above and contained solely within COUNTY jurisdiction; and,

WHEREAS, the CITY is charged under Oklahoma State Statutes, Title 11, with ownership, operation, maintenance, construction and financial obligation for said public rights-of-way and the public infrastructure as identified above and contained solely within CITY jurisdiction; and,

WHEREAS, the COUNTY and the CITY deem it is mutually beneficial to each party, as well as to the residents of each party, to identify the responsibilities and duties regarding the ownership, operation, maintenance, construction, and financial

obligation for rights-of-way for locations as identified in Exhibit A attached to this Agreement; and,

WHEREAS, the COUNTY and the CITY have independently investigated the present conditions of the rights-of-way and the public infrastructure as defined above and as identified in Exhibit A attached and agree to accept as-is said infrastructure in its current condition; and,

NOW THEREFORE, BE IT AGREED that both parties shall perform its responsibilities and duties for all public rights-of-way as defined above and as detailed in the sections below.

## **SECTION 2. - RESPONSIBILITIES OF THE COUNTY**

2.1 The COUNTY accepts responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for public transportation facilities and public stormwater and drainage systems associated with the public transportation facilities contained within rights-of-way for locations as identified in Exhibit A attached.

2.2 The COUNTY relinquishes responsibilities and duties for all current public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for public transportation facilities and public stormwater and drainage systems associated with the public transportation facilities contained within rights-of-way for locations that are in conflict with those locations as identified in Exhibit A attached, unless there is an amendment or supplemental agreement to this Agreement that defines otherwise.

2.3 The COUNTY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for nonsignalized intersections at arterial streets as depicted in Exhibit A attached, unless there is an amendment or supplemental agreement to this Agreement that defines otherwise.

2.4 The COUNTY grants and conveys all rights associated with the public rights-of-way for those areas under the COUNTY'S jurisdiction to the CITY for those areas identified as the responsibility and duty of the CITY.

2.5 The COUNTY shall advise the CITY of all actions with respect to any capital improvement project scheduled to be completed on a COUNTY public transportation facility or public stormwater and drainage system for which part of said improvement falls within CITY jurisdiction.

## **SECTION 3. - RESPONSIBILITIES OF THE CITY**

3.1 The CITY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for public transportation facilities and public stormwater and drainage systems associated with the public transportation facilities contained within rights-of-way for locations as identified in Exhibit A attached.

3.2 The CITY relinquishes the responsibilities and duties for all current public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for public transportation facilities and public stormwater and drainage systems associated with the public transportation facilities contained within rights-of-way for locations that are in conflict with those locations as identified in Exhibit A attached, unless there is an amendment or supplemental agreement to this Agreement that defines otherwise.

3.3 The CITY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for non-signalized intersections at arterial streets as depicted in Exhibit B attached, unless there is an amendment or supplemental agreement to this Agreement that defines otherwise.

3.4 The CITY grants and conveys all rights associated with the public rights-of-way for those areas under the CITY'S jurisdiction to the COUNTY for those area identified as the responsibility and duty of the COUNTY.

3.5 The CITY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for signalized intersections unless specifically noted in this Agreement or in a supplemental agreement.

3.6 The CITY shall advise the COUNTY of all actions with respect to any capital improvement project scheduled to be completed on a CITY public transportation facility or public stormwater and drainage system for which part of said improvement falls within COUNTY jurisdiction.

#### **SECTION 4. - EFFECTIVE DATE**

4.1 This Agreement shall become effective upon signature of both parties.

#### **SECTION 5. -TERMINATION**

5.1 This Agreement may be terminated only by mutual agreement of both parties.

#### **SECTION 6. -AMENDMENTS OR MODIFICATIONS**

6.1 No changes, revisions, amendments, alternations or modifications to this Agreement shall be effective unless reduced to writing and mutually executed by both parties with the same formalities as are observed in the execution of this Agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]



**IN WITNESS WHEREOF**, the Mayor of the City of Broken Arrow, Oklahoma, has hereunto set her hand, for and on behalf of the City of Broken Arrow and the COUNTY has executed same pursuant to authority prescribed by law for the COUNTY.

The COUNTY, WAGONER COUTY on this 15th of December, 2025, and the CITY on the 16th day of December, 2025.

WAGONER COUNTY

\_\_\_\_\_  
BOARD OF COUNTY COMMISSIONERS:

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
James Hanning

\_\_\_\_\_  
Lori Hendricks, County Clerk

Seal

\_\_\_\_\_  
Randy Stamps

\_\_\_\_\_  
Tim Kelley

APPROVED AS TO FORM:

\_\_\_\_\_  
Jack Thorp, District Attorney

THE CITY OF BROKEN ARROW

ATTEST:

\_\_\_\_\_  
Debra Wimpee, Mayor

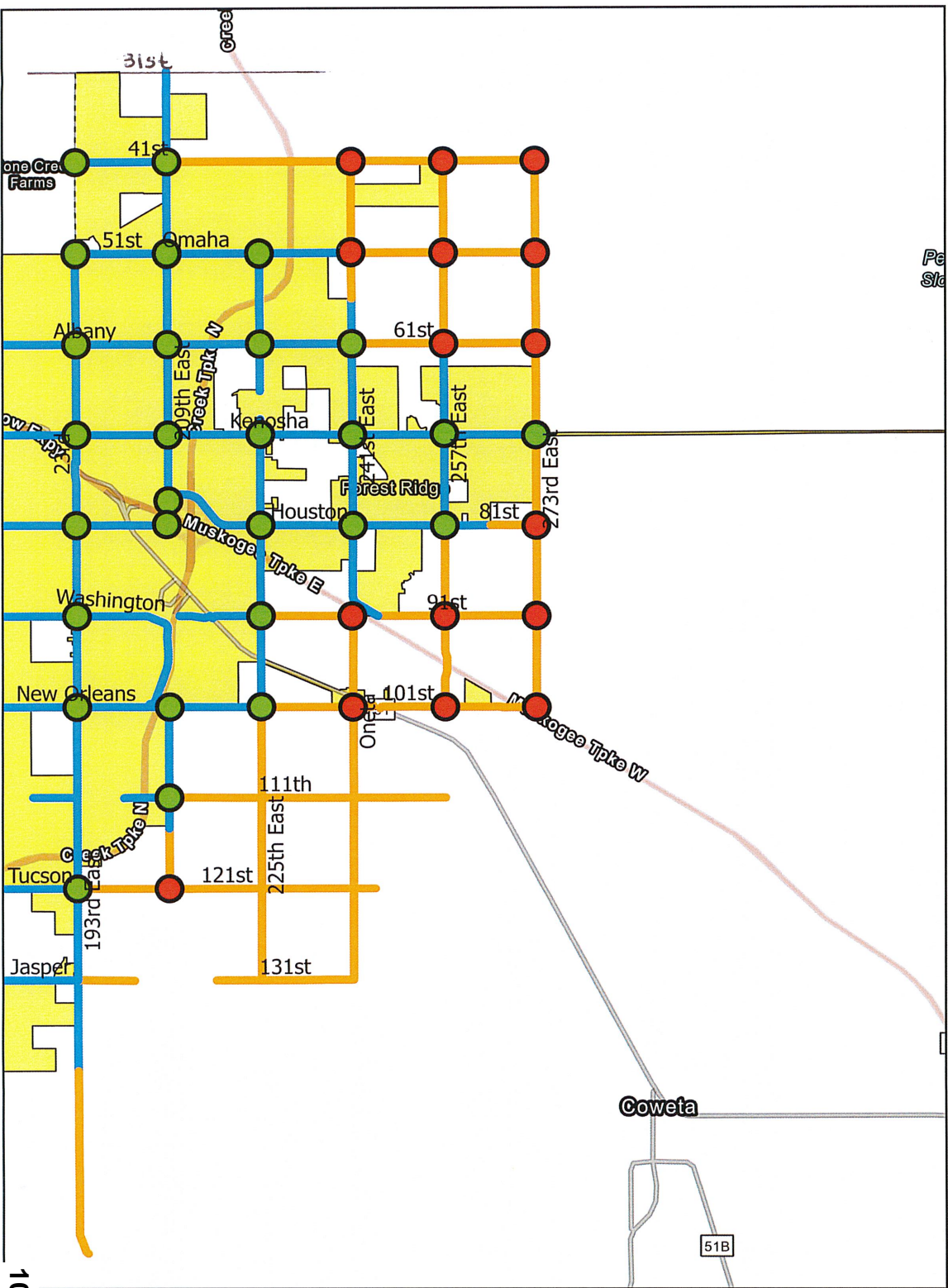
\_\_\_\_\_  
Curtis Green, City Clerk

APPROVED AS TO FORM:

Seal

\_\_\_\_\_  
Graham Parker, Assistant City Attorney

# Wagoner County and City of Broken Arrow Public Right of Way Responsibilities Identification



- Broken Arrow City Limits
- Intersection Maintenance
  - Broken Arrow
  - Wagoner County
- Centerline Maintenance
  - Broken Arrow
  - Wagoner County





# City of Broken Arrow

## Request for Action

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**File #: 25-1733, Version: 1**

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**Broken Arrow City Council  
Meeting of: 12/16/2025**

**Title:**

Approval of and authorization to execute a Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Adult Softball Club, Incorporated (BAASC)

**Background:**

The attached use agreement grants a non-exclusive license to allow Broken Arrow Adult Softball Club (BAASC) to use the Al Graham Softball Fields located at the Indian Springs Sports Complex and Challenger Sports Complex (Premises). The use of the Premises is to allow BAASC, a registered non-profit organization, to operate an adult softball program to the citizens of Broken Arrow.

**Use Agreement Highlights:**

- BAASC will pay \$9.00 to the City of Broken Arrow:
  - Per regular season, scrimmage, and or tournament game
  - Per two-hour clinic, camp, training session, and or try-out
- BAASC shall be responsible for scheduling the use of the premises to all third-party users and the City of Broken Arrow will receive a per game fee from BAASC regarding all third-party rentals.
- BAASC will supply all supporting staff to operate a successful adult softball program.
  - Not limited to registration, umpires, conflict resolution, and etc.
- It is required by BAASC to submit a written schedule of actual usage dates and times to the Parks and Recreation Director or his/her designee.

This use agreement will commence upon execution and end on December 31, 2026.

**Cost:** \$0.00

**Funding Source:** N/A

**Requested By:** Matt Hendren, Parks and Recreation Director

**Approved By:** City Manager's Office

**Attachments:** BAASC Use Agreement 2026

**Recommendation:**

Approve and authorize execution of a Parks and Recreation Use Agreement with the Broken Arrow Adult Softball Club, Incorporated (BAASC)

CITY OF BROKEN ARROW  
PARKS AND RECREATION USE AGREEMENT

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**CITY**), and the Broken Arrow Adult Softball Club Inc. (**BAASC**).

I. LICENSE

The **CITY** grants a **non-exclusive** license to **BAASC** to use land and improvements located in the City of Broken Arrow, Oklahoma, popularly known as the Al Graham softball fields at Indian Springs Sports Complex, and more particularly described as the parcel of land lying in the SE/4 of Section 9, T-17-N, R-14-E, Commencing at a point on the east line of said Section 9; a distance of 3,304.62 feet South of the Northeast Corner of Section 9; Thence due West for a distance of 112 feet to the POINT OF BEGINNING; Thence S15°02'44"W a distance of 520 feet; Thence due West a distance of 620 feet; Thence due North a distance of 500 feet; Thence due East a distance of 750 feet to the POINT OF BEGINNING, said parcel containing approximately 7.8880 acres more or less. This agreement also includes the Broken Arrow Challenger Sports Complex located at 3201 South 41<sup>st</sup> Street in Broken Arrow (**Together referred to as PREMISES**).

**BAASC users** shall be defined as adult softball teams registered with **BAASC**. All other groups or individuals shall be considered **non-BAASC users**.

**BAASC** shall submit a written schedule or give access to an electronic schedule of all games, scrimmages, tryouts, clinics and camps to the Director of the Broken Arrow Parks and Recreation Department (**DIRECTOR**) prior to the commencement of the softball season. **BAASC** shall stagger the starting times of games so as to minimize traffic flow problems at the complex.

**BAASC** shall submit, in writing, any and all bid materials regarding tournaments/clinics/camps to the **DIRECTOR** if said tournament/clinic/camp will require additional **CITY** involvement in regards to the playing surfaces or improvements before documents are submitted to the Adult Softball Governing Body. The **DIRECTOR** shall confirm, in writing, whether said specifications and improvements to the facility can be met.

**DIRECTOR** reserves the right, in his sole discretion, to close **PREMISES** and cancel all activities when, due to inclement weather or other problems, public safety or the preservation of **PREMISES** are threatened.

**BAASC** shall be responsible for scheduling the use of the fields and restrooms by other users, including other softball clubs and shall use a standardized use of fields form attached as **EXHIBIT B**. Use of fields shall be reserved for others, by the **BAASC** designee, in a non-partial way, as to allow maximum utilization of fields other than as agreed upon and approved by the City based upon field use data and standardized field turf rest/recovery periods. **BAASC** may charge for use of fields and restrooms by non-**BAASC** users. The fee schedule must be submitted to the **DIRECTOR** for his approval prior to implementing such charges and shall be incorporated into this agreement as **EXHIBIT A**. **BAASC** shall allow the City to use, at no charge, the adult softball fields and associated restrooms when schedule permits. In case of scheduling conflict, the decision of **DIRECTOR** shall be final.

**CITY** and/or **BAASC** will not approve any requests, by any individuals or organizations, to use any of the



above described **PREMISES** as regular practice fields. **BAASC** shall collect from non-**BAASC** user's documentation as required by the **CITY** in regards to scheduling application, insurance requirements and payments; and shall provide the **CITY** a copy of said documents.

**BAASC** shall pay a user fee to the **CITY** a sum of nine dollars (\$9.00) per each regular season game, scrimmages, and tournament games. Clinics, camps, training sessions, and try-outs are to be paid at a rate of nine dollars (\$9.00) per two-hour period. All user fees are to be paid to the **CITY** no later than one month after the spring and fall season. All user fees are to be paid within one month after each tournament played. All payments must be made out to the City of Broken Arrow and accompanied by the number of games played. All activities scheduled shall be under the supervision of a uniformed umpire in the case of games or scrimmages or **BAASC** approved training coaches for clinics, camps and try-outs. This fee may increase in future contracts due to an increase in utility costs and/or general operating costs.

**BAASC** may operate concession facilities during its scheduled activities after obtaining any necessary permits and submitting copies of said permits to **CITY**. **BAASC** may operate mobile concessions when participation warrants additional need and after obtaining any necessary permits and submitting copies of said permits to **CITY**.

**CITY** shall appoint one person who may attend any of the **BAASC** meetings. **BAASC** shall send the appointee timely notice of all meetings. Appointee shall serve as liaison between **CITY** and **BAASC**.

**BAASC** shall maintain accounts with correct entries of all income and expenditures. Books of accounts and related invoices shall be the property of **BAASC**, but shall be open for inspection and copying by **CITY** upon reasonable notice during normal business hours.

## II. TERM

This Agreement shall commence upon execution and shall expire December 31, 2026 unless terminated earlier in accordance with the terms and conditions of this Agreement. This Agreement does not renew automatically.

## III. IMPROVEMENTS

**PREMISES** shall remain the property of **CITY** and may not be modified, altered, or destroyed without the prior written permission of **CITY**. Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of **CITY**.

All locks on **PREMISES** shall be maintained as directed by **DIRECTOR**; **BAASC** may not remove or change any locks on **PREMISES** without the prior approval of **DIRECTOR** and without first supplying **DIRECTOR** with the combination or key to any new locks.

Any additions or modifications shall become the property of **CITY** unless **CITY** gives **BAASC** prior written permission to remove the additions or modifications, in which case **BAASC** shall remove the improvements in a manner approved by **CITY** immediately upon termination of this Agreement and restore **PREMISES** to the condition which existed prior to the addition or modification.

#### IV. MAINTENANCE

**BAASC** acknowledges that it has inspected the **PREMISES** thoroughly, has participated in the construction and maintenance of improvements and equipment on the **PREMISES**, and has had open access to **PREMISES** for a number of years, and therefore has full knowledge of the conditions of the **PREMISES**. **CITY** makes no representations or warranties, express or implied, as to the condition of **PREMISES**.

**BAASC** shall inspect **PREMISES** immediately prior to and immediately after each use and shall immediately notify **CITY** of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, **BAASC** shall not allow individuals to utilize **PREMISES** until the defective portion of **PREMISES** has been repaired or replaced. **BAASC** shall be solely responsible for any replacements or repairs it authorizes or performs.

As partial consideration for this Agreement, **BAASC** shall supply, solely at its own expense, paper products and cleaning supplies. **BAASC** shall supply, solely at its own expense, all necessary equipment. After each use of **PREMISES**, **BAASC** shall clean the restrooms and re-supply them with paper products. After each use of **PREMISES**, **BAASC** shall pick up all trash at the **PREMISES** and deposit the same in commercial dumpster(s) provided by **BAASC**.

Only **CITY** or **BAASC** may utilize the office/storage/concession building (**Building**) for **BAASC** or **CITY** business activities. There shall be no subletting of the **Building** nor shall anyone be allowed to operate a private enterprise from the **Building**. Only equipment and supplies owned and/or leased by **BAASC** or **CITY** for the maintenance and operation of **PREMISES** may be stored in the **Building**.

**BAASC**, shall, solely at its own expense, drag and mark all infield play areas regularly. **BAASC** shall be responsible for watering the dirt on the playing fields as necessarily required for play.

**BAASC** shall supply field marking paint and **CITY** personnel shall paint outfield lines. **BAASC**, at any time during the life of the contract, may submit in writing to the **DIRECTOR**, for his approval, that **BAASC** is willing and knowingly taking over painting of field lines in their entirety for the described **PREMISES** for the remaining life of this contract. Once approved by **DIRECTOR** the nine dollar (\$9.00) per regular season game, scrimmage, and tournament game fee will be lowered to eight dollars (\$8.00) per regular season game, scrimmage, tournament game, and two-hour period for clinics, camps, training sessions, and try-outs.

**BAASC** is responsible for marking any field dimension changes prior to **CITY** personnel painting lines. Paint for field lines and any agricultural chemicals to be used on **PREMISES** shall first be approved by the **DIRECTOR**.

**CITY** shall regularly mow **PREMISES** and re-seed or re-sod as necessary. **CITY** shall regularly perform turf maintenance (weed control, fertilization and pest control) on **PREMISES**. **CITY** shall regularly inspect and maintain the irrigation fixtures (heads, valves, and control box) on **PREMISES**. Upon notification of necessity from **BAASC**, **CITY** shall maintain and repair the electrical and plumbing systems and the concession, restroom, and maintenance structures on **PREMISES**. Upon notification of necessity from **BAASC**, **CITY** shall maintain and repair or replace the bleachers and benches, fences and lights.

**BAASC** agrees to take all reasonable precautions to prevent waste, damage or injury to **PREMISES** by **BAASC** or by any team or individual under **BAASC'S** auspices or by any member of the audience attending

**BAASC** events.

**BAASC** agrees to provide staff or volunteers to control the parking lot during all **BAASC** activities and to prevent individuals from parking on any unpaved or unauthorized areas.

**CITY** retains the right to enter **PREMISES** at any and all times, without prior notice, to inspect **PREMISES** or to conduct maintenance or repairs, or for the purpose of determining whether **BAASC** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of **CITY** under this Agreement.

**BAASC** shall promptly reimburse **CITY** for the cost of parts and labor for the replacement or repair of turf, bleachers/stands, concessions buildings, restrooms, and other improvements to the land, for any cause other than normal and routine wear and tear and "Acts of God," and for **CITY'S** cost in performing any of **BAASC's** contractual duties. **BAASC** shall not be liable to **CITY** for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of **BAASC**, its guests, invitees, members, volunteers, representatives, employee's agents, officers, contractors or subcontractors.

#### V. SIGNS

**BAASC** may place temporary signs on the chain link fences surrounding the playing fields, according to the following terms and conditions:

- a) All signs shall only be constructed of canvas, plastic or cardboard and shall be of a size and shape that will not cause damage to the fencing structure to which it is attached during normal use or during periods of inclement weather. Under no circumstances shall signs constructed of wood, metal, or other heavy material be used, nor shall any extension be used to enlarge the area covered. All signs shall be easily removable from fencing structures. **Signs may not be displayed in locations where they are visible from any public street.**
- b) No signs shall be affixed before the first day of regular sanctioned play and all signs shall be removed on the last day of regular sanctioned play, including preseason or postseason tournament play.
- c) No signs shall contain advertising copy selling items that are not legally available to minors, including, but not limited to, alcoholic beverages (both "intoxication" and "non-intoxicating" as defined by Oklahoma Statutes) and tobacco products, nor shall they contain obscene or profane language, symbols, or pictures. **BAASC** agrees that the term "obscene" as defined in Section 7-45 of the Broken Arrow Code shall be applicable with respect to all signs affixed under this license.
- d) **BAASC** agrees to make reasonable efforts to remove all signs during periods of high wind, flooding, and/or similar inclement weather.
- e) **BAASC** acknowledges and agrees **CITY** may remove, or request **BAASC** to remove, any sign if the erection or affixing of such sign is determined by **CITY** to be an unlawful, or otherwise improper, use of **CITY's** property.



- f) **BAASC** agrees that it is solely responsible for the maintenance of signs and further agrees that it is responsible for the removal of any signs that become damaged during the course of the Season. **BAASC** releases the **CITY** from any and all liability for damages to any signs resulting from said **CITY'S** maintenance of the playing fields, acts or omissions or **CITY** officials and/or employees, wind, flooding, fire, or other acts of god, and further acknowledges that **CITY** has the right to remove any and all damaged signs without permission of **BAASC**. If any sign becomes a nuisance, the **CITY** has the right to remove it without permission of **BAASC**. The **CITY** agrees, to an extent reasonable and possible, to try to notify **BAASC** that it has removed a sign(s), which the **CITY** easily and readily determined belonged to **BAASC**. The **CITY** shall not be held liable and is relieved of any and all liability suffered by **BAASC** or any of its members, representatives, officers, agents, or assigns for any losses that **BAASC** may incur by the **CITY'S** failure to make such notification.

#### VI. STAY TO PLAY

**BAASC** agrees to make every reasonable effort to utilize and promote accommodation options within the city limits of Broken Arrow for the duration of any event, when such accommodations are available and meet the needs of the **BAASC's** invitees, guests, membership and users.

#### VII. GUN POLICY

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

#### VIII. INDEMNIFICATION

As partial consideration for this Agreement, **BAASC** agrees to indemnify, defend (at **CITY'S** option), and hold harmless **CITY**, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **BAASC**, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of **PREMISES**, whether during an approved, supervised activity or not, any injury or damage that occurs on or about the **PREMISES** relating to **BAASC** activities, or **BAASC's** performance or failure to perform the terms and conditions of this Agreement.

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

**BAASC** shall provide **CITY** with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, actual or anticipated disputes with or claims by any individual, and any lawsuits by any individual relating to any activities on or about **PREMISES**

## IX. INSURANCE / WAIVER OF SUBROGATION

Without limiting **CITY'S** right to indemnification, **BAASC**, its contractors and subcontractors shall obtain insurance in no less than or in terms more restrictive than the following:

General Liability Insurance covering all **PREMISES** and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate;

Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma; and

Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

**BAASC** shall include **CITY**, its officials, representatives, agents and employees as Additional Insured on all required insurance policies. **BAASC** shall also require its contractors, subcontractors and any third party users to list **CITY** as Additional Insured. **BAASC** shall arrange for certificates of insurance and endorsements to be submitted to the **CITY'S** Risk Manager for approval prior to allowing any individuals, including but not limited to any contractors or subcontractors, to commence work or engage in any activities under this Agreement.

Such coverage shall not be canceled or materially changed without giving **CITY** at least thirty (30) days prior written notification thereof. The insurers shall have no recourse against **CITY** for payment of any insurance premiums. Any insurance protecting **CITY** against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to **CITY**.

**BAASC** and its contractors, subcontractors and any third party users shall maintain the required insurance with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma. Such insurance shall not be invalidated by any action or inaction of **BAASC** and shall insure **CITY** regardless of any breach or violation by **BAASC** of any warranty, declaration or condition contained in such insurance. Failure of **BAASC** or its contractors and subcontractors to obtain and maintain any required insurance shall not relieve **BAASC** from any liability hereunder.

**BAASC** hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from **CITY** for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. **BAASC** agrees to give to each insurance company, which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

## X. DEFAULT

This Agreement shall be subject to termination upon the abandonment of **PREMISES** for a period of thirty (30) days, or upon the failure of **BAASC** to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that time limits may be extended in the manner and to the extent allowed by **CITY**, where fulfillment of such obligation requires activity over

a period of time and **BAASC** has commenced to perform whatever may be required to cure the default and continues such performance diligently.

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

#### XI. TERMINATION

Either party may terminate this Agreement for cause upon giving the other ten (10) days prior written notice. If this Agreement is terminated, **CITY** will be paid for costs incurred up to and including the date of termination, including but not limited to the costs of repairing **PREMISES** to the condition existing at the beginning of this agreement and the costs of storing **BAASC'S** property at a public warehouse selected by **CITY**. The rights reserved in this section are alternative and in addition to, not in lieu of, any other rights and remedies provided by law or under this Agreement. Termination of this Agreement shall not terminate **BAASC'S** liability for any losses which have occurred on or prior to that date, regardless of whether notice of the claimed loss has been received by either party.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **BAASC**. Any attempt to sell, assign, alienate or encumber **PREMISES** or this Agreement shall be cause for immediate termination of this Agreement.

In the event of substantial or total destruction of **PREMISES** from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of **CITY**. In the event that the **PREMISES** are repaired or restored by **BAASC** at the sole expense of **BAASC** or at the expense of insurance carriers, this Agreement shall not be terminated.

#### XII. LAWS

This Agreement shall be construed under the laws of the State of Oklahoma; Exclusive Original Jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. **BAASC** shall conform to and abide by all Federal, State and local laws and regulations regarding the subject of this Agreement. This Agreement is not a waiver of any permit, inspection or other legal requirements, and does not assure approval based upon any circumstances other than compliance with the law.

#### XIII. NOTICES

Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other party's address, or by personal delivery. Service of said



notice or demand shall be complete upon receipt of said notice or demand.

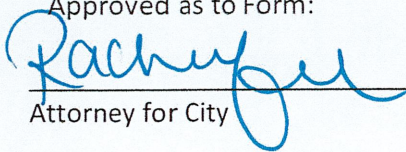
#### XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable. The parties shall agree, if reasonably practicable, upon provisions, which are equivalent from an economic point of view to replace any provision, which is determined to be invalid.

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

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

Approved as to Form:

  
\_\_\_\_\_  
Attorney for City

City of Broken Arrow

\_\_\_\_\_  
Michael Spurgeon, City Manager


Attested:

\_\_\_\_\_  
City Clerk / Seal

Date of Execution:

\_\_\_\_\_

Broken Arrow Adult Softball Club, Inc.

  
\_\_\_\_\_  
President Signature

Printed Name: BRAD GORDON

BAASC Mailing Address:

PO Box 141405

BROKEN ARROW, OK 74014



State of Oklahoma       )  
                                      ) ss.  
County of Wagoner )

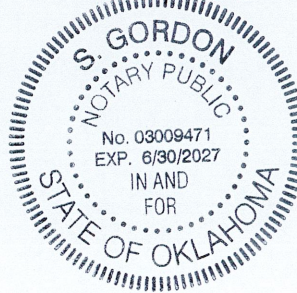
Before me, a Notary Public, on this 5 day of December, 2025  
personally appeared Brad Gordon known to me to be the identical  
person and the President of the Broken Arrow Softball Club, Inc., who executed the within and foregoing  
instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and  
deed for the uses and purposes therein set forth.

My Commission Expires:

6-30-27

S. Gordon

Notary Public



**EXHIBIT A**

Resident Fee        \$40.00 per game This fee includes the \$9.00 per game base fee to be paid to the **CITY** by **BAASC** no later than one month after the spring and/or fall season.

Non-Resident Fee \$50.00 per game This fee includes the \$9.00 per game base fee plus an additional \$13.00 non-resident fee for a total of \$22.00 per game fee to be paid to the **CITY** by **BAASC** no later than one month after the spring and/or fall season.

For USER's who will be utilizing the restroom facilities only, the rate for restroom facility usage shall be \$30 for groups of less than 30, \$50 for groups of 30 to 50, \$75 for groups of 50 to 75 and \$100 for groups of 75 to 100 paid to **BAASC**.





**Broken Arrow Adult Softball Club**  
**P.O. Box 141405 Broken**  
**Arrow Ok 74014**  
**(918) 636-9575**

**SOFTBALL FACILITY USE AND RELEASE OF LIABILITY AGREEMENT**

This agreement is entered by and between the Broken Arrow Adult Softball Club, Inc. at, Indian Springs & Challenger Sports Complex, hereafter BAASC, and \_\_\_\_\_ hereafter USER. USER acknowledges that BAASC has been granted permission to manage the use of the Adult Softball Facilities, known as The Challenger Complex & the Al Graham Softball Fields at Indian Springs, hereafter PREMISES, by the City of Broken Arrow, here after CITY. BAASC hereby agrees to allow USER to utilize the PREMISES as detailed below for the period of:

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**Description of PREMISES to be used:**

Field(s) and/ or Restrooms:

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Use of Softball fields is restricted to scrimmages or games officiated by at least one uniformed, registered **BAASC** Umpire with participation by organized teams registered to a League or Club having an affiliation with NSA, WSL, USSSA, or any other recognized sanctioning body. This is to ensure compliance with recognized rules of play, the **BAASC** and Broken Arrow Parks & Rec. Guidelines, Liability insurance coverage and the general safety of participants.

USERS of Softball fields for scrimmages or games will have access to fields. **BAASA** will also provide for opening/closing of area restrooms and the operation of field lighting as necessary. For multigame events concessions will be notified and may be opened at the discretion of the concession operator.

**USER's** Paying Party is defined as the person or entity providing payment for the use of PREMISES.

## Exhibit B

For organizations (i.e. clubs, schools, and community organizations) the Paying Party shall be the organization and the signatory of this agreement must provide written authorization from the organization stating his/hers authority to enter into agreements. **For multigame events a 25% prepayment deposit of user fees must be submitted in advance and payment of the balance of user fees accumulated are due on the final day of the event.**

Payment shall be in the form of cash presented in person at the **BAASC** office at 3201 S. 41<sup>st</sup> St, Broken Arrow or credit card payment made over the phone to the BAASC office (918)636-9575.

For individuals the Paying Party shall provide proof of direct relationship (i.e. immediate family member) to a participant in the scrimmage or game and payment must be made in advance. Payment shall be in the form of cash presented in person at the **BAASC** office or credit card payment made over the phone to the **BAASC** office (918)636-9575.

For **USER's** who will be utilizing the restroom facilities only, the rate for restroom facility usage shall be \$30 for groups of less than 30, \$50 for groups of 30 to 50, \$75 for groups of 50 to 75 and \$100 for groups of 75 to 100.

For **USER's**, organizations or individuals that reside in or are located within, Broken Arrow city limits; the multi game rate for Softball field use shall be **\$16 per game** and **\$250 Field Maintenance and Clean up fee at the Al Graham Complex and a \$500 Field Maintenance and Clean up fee for Challenger Sports Complex per Day**. An organization's location shall be determined by its physical address. A utility bill proving residency shall be provided by individuals.

For **USER's** who are not located or who do not reside within Broken Arrow city limits the multi game rate for Softball field use shall be **\$25 per game and \$275 Field Maintenance and Clean up fee at Al Graham and \$600 at Challenger Sports Complex per day**.

For **ALL USER's** needing only to Scrimmage, the rate for Softball Field use shall be **\$40 per field (Limited to 2 Hours) for Residents of Broken Arrow and \$50 per field (Limited to 2 Hours) for non-Residents of Broken Arrow**. If Scrimmage requires field lights, an additional **\$10 per field (Limited to 2 Hours)**. If **Field Maintenance is desired for the scrimmage(s)** an additional **\$125 per field will be added**.

Reservations or schedules shall be confirmed until this agreement has been signed, approved by the appropriate **BAASC** Staff member and the required payment is made in full.

**USER** is liable for 50% of the prepayment for multigame events if the event is canceled within 5 days of the scheduled event commencement. Balance of prepayment will be refunded via check.

**USER** agrees not to interfere with others' scheduled utilization of the **PREMISES**.



## Exhibit B

**USER** shall exit the **PREMISES** no later than the expiration of the scheduled time slot. **BAASC** and **CITY** retain the right to enter any portion of the **PREMISES** at any and all times.

**USER** shall obey all Broken Arrow Parks and Recreation Department rules. Any violations of these rules may result in the immediate termination of this agreement

**USER** agrees to take all reasonable precautions to prevent waste, damage or injury to the **PREMISES**. **USER** shall promptly reimburse **CITY** for the cost of parts and labor for any replacement or repair required on the **PREMISES** as a result of **USER'S** activities.

The **PREMISES**, which is the subject of this Agreement, shall remain the property of the **CITY**. Such property and any appurtenances thereto cannot be modified or destroyed or altered without the prior, express, written permission of the Director of the City of Broken Arrow Parks and Recreation Department (**DIRECTOR**). Additional appurtenances may not be built by the **USER** without the prior, express, written permission of the Parks Director. Any additions or modifications approved by the City shall become the property of the City upon termination of this agreement unless the City gives express, written permission for the removal of the improvements, in which case, **USER** shall remove the improvements in a manner approved by the City, and restore remaining City land and improvements to a condition comparable to the condition which existed prior to the removal.

**USER** agrees and acknowledges that **BAASC** and **CITY** have made no representations or warranties, express or implied, to **USER** as to the condition of the **PREMISES**. **USER** shall inspect the **PREMISES** immediately prior to and after each use, and shall immediately notify **BAASC** of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of **USER** or the general public, **USER** shall not allow individuals to utilize the **PREMISES** until the defective portion of the **PREMISES** has been repaired or replaced.

After use of the **PREMISES**, **USER** shall ensure that all trash/refuse produced during the event is deposited into trash receptacles or dumpsters provided by **BAASC**.

As partial consideration for this Agreement, **USER** agrees to indemnify, defend (at **CITY'S** option), and hold harmless **BAASC** and **CITY**, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens judgments, cost, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **USER**, **USER'S** guests, invitees, employees, agents, and volunteers, including but not limited to permitted and non-permitted uses of the **PREMISES** and any injury or damage that occurs on or about the **PREMISES**. Only **CITY'S** authorized personnel shall move or remove, place or replace position or reposition any of the **CITY'S** equipment located on or upon the **PREMISES**. Without limiting **BAASC's** or **CITY'S** right to indemnification, b shall obtain General



Exhibit B

Liability Insurance covering all premises and operations including, but not limited to one hundred percent (100%) of the replacement cost of the total values of the leased property, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) aggregate. USER shall include the **BAASC** and **CITY**, its officials, representatives, agents and employees as Additional Insured with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma.

Individuals must comply with the above or provide proof of equivalent coverage as provided for by another individual or organization in the form of an official letter stating such and a copy of the insurance certificate listing the **BAASC** and **CITY**, its officials, representatives, agents and employees as Additional Insured.

USER shall deliver to BAASA an insurance certificate confirming the existence of the insurance required by this Agreement three business days prior to the scheduled use. Failure to provide required insurance will result in the cancellation of this Agreement and the forfeiture of USER'S prepayment.

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

USER shall promptly notify **BAASC** and **CITY** of any serious injuries (all injuries which require medical treatment).

**USER** understands that there are risks and dangers involved in recreational activities, and agrees, on behalf of **USER**, **USER'S** guest, invitees, employees, agents, and volunteers, and their respective family and heirs, to accept these risks knowingly and voluntarily, and waives any and all claims, causes of action, or damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages or other losses or damages, against **BAASC** or **CITY** which may arise out of or in connection with any aspect of **USER'S** activities under this Agreement. I understand that **BAASC** and **CITY** will rely on this statement, that the terms of this agreement are contractual in nature, and are specifically designed to protect **BAASC** and **CITY**.

**I HAVE READ, UNDERSTAND AGREE TO THE ABOVE. I HAVE OBTAINED ANY LEGAL ADVICE I BELIEVE I MAY NEED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.**

NAME/TITLE (PRINTED): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Accepted by (BAASC): \_\_\_\_\_ Date: \_\_\_\_\_

**BAASC USE ONLY:**

Prepayment Deposit required (25% of use fees for multi-game events only): \$ \_\_\_\_\_



Exhibit B

Payments Received

<u>Date</u> _____	Amount	For	Received By_____
<u>Date</u> _____	Amount	For	Received By_____
<u>Date</u> _____	Amount	For	Received By_____
<u>Date</u> _____	Amount	For	Received By_____



# City of Broken Arrow

## Request for Action

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**File #: 25-1727, Version: 1**

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**Broken Arrow City Council  
Meeting of: 12/16/2025**

**Title:**

**Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Girls Softball League**

**Background:**

The attached use agreement grants a non-exclusive license to allow Broken Arrow Girls Softball League (BAGSL), a registered non-profit organization, to use Arrowhead Softball Complex (Premises) located at 300 East Washington Street in Broken Arrow to operate a girls' softball league.

Highlights of the Use Agreement are as follows:

- BAGSL shall pay the City nine dollars (\$9.00) for every regular season game, scrimmage, and tournament game.
  - Clinics, camps, training sessions, and try-outs are to be paid at a rate of nine dollars (\$9.00) per two-hour period.
- BAGSL will manage all scheduling and third-party reservations for the Premises and pay the City accordingly per usage.
- All coaches and volunteers will undergo a criminal background screening according to the Parks and Recreation Criminal Background Check Policy.
- BAGSL will supply, solely at their own expense, dumpster service.
- BAGSL is responsible for marking, dragging, and maintaining all infield play areas.
- City is responsible for regularly mowing outside the fence line of the complex.
- BAGSL's term for usage shall commence upon approval and end on December 31, 2026.

**Cost:** \$0.00

**Funding Source:** N/A

**Requested By:** Matt Hendren, Parks and Recreation Director

**Approved By:** City Manager's Office

**Attachments:** BAGSL Use Agreement 2026

**Recommendation:**

Approve and authorize execution of an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Girls Softball League.

CITY OF BROKEN ARROW  
PARKS AND RECREATION USE AGREEMENT

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**CITY**), and the Broken Arrow Girls Softball League, Inc. (**BAGSL**).

I. LICENSE

The **CITY** grants a **non-exclusive** license to **BAGSL** to use land and improvements located in the **CITY** of Broken Arrow, Oklahoma, popularly known as the softball fields at Arrowhead Park, and more particularly described as that portion of the SW/4 of the SE/4 of Section 14, T18N, R14E that has been adapted for use as softball playing fields, and associated facilities (**PREMISES**). This license shall include those areas where the softball fields are located; namely, the playing surfaces, all stands or bleachers, the associated concession stand, storage buildings, office area and restrooms.

As partial consideration for this Agreement, **BAGSL** agrees to and shall comply with the **CITY'S** Parks and Recreation Criminal Background Check Policy for Youth Sports Managers and/or Coaches. A copy of which has been previously provided to **BAGSL** and is available at the City Clerk's office.

**BAGSL users** shall be defined as teams participating in a **BAGSL** event. All other groups or individuals shall be considered **non-BAGSL** users.

**BAGSL** shall submit a written schedule or give access to an electronic schedule of all games, scrimmages, tryouts, clinics and camps to the Director of the Broken Arrow Parks and Recreation Department (**DIRECTOR**) prior to the commencement of the softball season. **BAGSL** shall stagger the starting times of games so as to minimize traffic flow problems at the **PREMISES**.

**BAGSL** shall submit, in writing, any and all bid materials regarding tournaments/clinics/camps, to the **DIRECTOR** if said tournament/clinic/camp will require additional **CITY** involvement in regards to the playing surfaces or improvements before documents are submitted to the Girls Softball Governing Body. The **DIRECTOR** shall confirm, in writing, whether said specifications and improvements to the facility can be met.

**DIRECTOR** reserves the right, in his sole discretion, to close **PREMISES** and cancel all activities when, due to inclement weather or other problems, public safety or the preservation of **PREMISES** are threatened.

**BAGSL** shall be responsible for scheduling the use of the fields and restrooms by other users, including other softball clubs and shall use a standardized use of fields form attached as **EXHIBIT B**. Use of fields shall be reserved for others, by the **BAGSL** designee, in a non-partial way, as to allow maximum utilization of fields other than as agreed upon and approved by the **CITY** based upon field use data and standardized field turf rest/recovery periods. **BAGSL** may charge for use of fields and restrooms by **non-BAGSL** users. The fee schedule must be submitted to the **DIRECTOR** for his approval prior to implementing such charges and shall be incorporated into this agreement as **EXHIBIT A**. **BAGSL** shall allow the City to use, at no charge, the softball fields and associated restrooms when schedule permits. In case of scheduling conflict, the decision of **DIRECTOR** shall be final.

**BAGSL** also agrees to not schedule use of the **PREMISES**, so that the Chamber of Commerce may utilize



the facility parking lot for additional parking for Rooster Days.

**BAGSL** shall collect from **non-BAGSL** users documentation as required by the **CITY** in regards to scheduling application, insurance requirements and payments; and shall provide the **CITY** a copy of said documents.

**BAGSL** shall pay a user fee to the **CITY** a sum of nine dollars (\$9.00) per each regular season game, scrimmages, and tournament games. Clinics, camps, training sessions, try-outs, and **BAGSL** practice are to be paid at a rate of nine dollars (\$9.00) per two hour period per field used. All user fees are to be paid to the **CITY** no later than one month (30 days) after the spring and fall season. All activities scheduled shall be under the supervision of a uniformed umpire in the case of games or scrimmages or **BAGSL** approved training coaches for clinics, camps, try-outs, and practices. This fee may increase in future contracts due to an increase in utility costs and/or general operating costs.

**BAGSL** may operate concession facilities during its scheduled activities after obtaining any necessary permits and submitting copies of said permits to **CITY**. **BAGSL** may operate mobile concessions when participation warrants additional need and after obtaining any necessary permits and submitting copies of said permits to **CITY**.

**CITY** shall appoint one person who may attend any of the **BAGSL** meetings. **BAGSL** shall send the appointee timely notice of all meetings. Appointee shall serve as liaison between **CITY** and **BAGSL**.

**BAGSL** shall maintain accounts with correct entries of all income and expenditures. Books of accounts and related invoices shall be the property of **BAGSL**, but shall be open for inspection and copying by **CITY** upon reasonable notice during normal business hours.

## II. TERM

This Agreement shall commence upon execution and shall expire December 31, 2026, unless terminated earlier in accordance with the terms and conditions of this Agreement. This Agreement does not renew automatically.

## III. IMPROVEMENTS

**PREMISES** shall remain the property of **CITY** and may not be modified, altered, or destroyed without the prior written permission of **CITY**. Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of **CITY**.

All locks on **PREMISES** shall be maintained as directed by **DIRECTOR**; **BAGSL** may not remove or change any locks on **PREMISES** without the prior approval of **DIRECTOR** and without first supplying **DIRECTOR** with the combination or key to any new locks.

Any additions or modifications shall become the property of **CITY** unless **CITY** gives **BAGSL** prior written permission to remove the additions or modifications, in which case **BAGSL** shall remove the improvements in a manner approved by **CITY** immediately upon termination of this Agreement and restore **PREMISES** to the condition which existed prior to the addition or modification.



#### IV. MAINTENANCE

**BAGSL** acknowledges that it has inspected the **PREMISES** thoroughly, has participated in the construction and maintenance of improvements and equipment on the **PREMISES**, and has had open access to **PREMISES** for a number of years, and, therefore, has full knowledge of the conditions of the **PREMISES**. **CITY** makes no representations or warranties, express or implied, as to the condition of **PREMISES**.

**BAGSL** shall inspect **PREMISES** immediately prior to and immediately after each use, and shall immediately notify **CITY** of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, **BAGSL** shall not allow individuals to utilize **PREMISES** until the defective portion of **PREMISES** has been repaired or replaced. **BAGSL** shall be solely responsible for any replacements or repairs it authorizes or performs.

As partial consideration for this Agreement, **BAGSL** shall supply, solely at its own expense, paper products and cleaning supplies. **BAGSL** shall supply, solely at its own expense, all necessary equipment. After each use of **PREMISES**, **BAGSL** shall clean the restrooms and re-supply them with paper products. After each use of **PREMISES**, **BAGSL** shall pick up all trash at the **PREMISES**, and deposit the same in commercial dumpster(s) provided by **BAGSL**.

**BAGSL** may use the office building located at **PREMISES** for the purposes of operating the **BAGSL**. Only **CITY** or **BAGSL** may utilize the office building for **BAGSL** or **CITY** business activities. There shall be no subletting of the office building nor shall anyone be allowed to operate a private enterprise from the office building. Only equipment and supplies owned and/or leased by **BAGSL** or **CITY** for the maintenance and operation of **PREMISES** may be stored in the office building.

**BAGSL** shall, solely at its own expense, drag and mark all infield play areas regularly. **BAGSL** shall be responsible for watering the dirt on the playing fields as necessarily required for play.

**BAGSL** shall supply field marking paint and **CITY** personnel shall paint outfield lines. **BAGSL**, at any time during the life of the contract, may submit in writing to the **Director**, for his approval, that **BAGSL** is willing and knowingly taking over painting of field lines in their entirety for the described **PREMISES** for the remaining life of this Agreement. Once approved by **DIRECTOR** the nine dollar (\$9.00) per regular season game, scrimmage, tournament game, and two hour period for clinics, camps, training sessions, and practices will be lowered to eight dollars (\$8.00) per regular season game, scrimmage, tournament game, and two hour period for clinics, camps, training sessions, and practices.

**BAGSL** is responsible for marking any field dimension changes prior to **CITY** personnel painting lines. Paint for field lines and any agricultural chemicals to be used on **PREMISES** shall first be approved by the **DIRECTOR**.

**CITY** shall regularly mow **PREMISES** and re-seed or re-sod as necessary. **CITY** shall regularly perform turf maintenance (weed control and fertilization) on **PREMISES**. Upon notification of necessity from **BAGSL**, **CITY** shall inspect and maintain the irrigation fixtures (heads, valves, and control box) on **PREMISES**. Upon notification of necessity from **BAGSL**, **CITY** shall maintain and repair the electrical and plumbing systems and the concession, restroom, office, and maintenance structures on **PREMISES**. Upon notification of necessity from **BAGSL**, **CITY** shall maintain and repair or replace the bleachers and benches, fences and lights.



Furthermore, the above stated costs per game incurred by **BAGSL** may be reduced at **BAGSL'S** option by **BAGSL** performing, at its own expense, mowing, fertilizing, re-sodding, irrigation checks/minor repair, aerating, dumpster service, and improvements to the Arrowhead Softball Fields in addition to the contractual obligations stated herein. Should **BAGSL** choose to reduce its costs per game by implementing this option, then any and all paid invoices for the expenses as allowed herein for the maintenance of **PREMISES** or for improvements in excess of those expressly stated in this agreement shall first be submitted to the **DIRECTOR**. In no event shall **BAGSL'S** activity costs reduction ever exceed the actual amount of the activity obligation to the **CITY**.

**BAGSL** agrees to take all reasonable precautions to prevent waste, damage or injury to **PREMISES** by **BAGSL** or by any team or individual under **BAGSL'S** auspices or by any member of the audience attending **BAGSL** events.

**BAGSL** agrees to provide staff or volunteers to control the parking lot during all **BAGSL activities** and to prevent individuals from parking on any unpaved or unauthorized areas without City approval.

**CITY** retains the right to enter **PREMISES** at any and all times, without prior notice, to inspect **PREMISES** or to conduct maintenance or repairs, or for the purpose of determining whether **BAGSL** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of **CITY** under this Agreement.

**BAGSL** shall promptly reimburse **CITY** for the cost of parts and labor for the replacement or repair of turf, bleachers/stands, concessions buildings, restrooms, and other improvements to the land, for any cause other than normal and routine wear and tear and "Acts of God," and for **CITY'S** cost in performing any of **BAGSL'S** contractual duties. **BAGSL** shall not be liable to **CITY** for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of **BAGSL**, its guests, invitees, members, volunteers, representatives, employee's agents, officers, contractors or subcontractors.

#### V.SIGNS

**BAGSL** may place temporary signs on the chain link fences surrounding the playing fields, according to the following terms and conditions:

- a) All signs shall only be constructed of canvas, plastic or cardboard and shall be of a size and shape that will not cause damage to the fencing structure to which it is attached during normal use or during periods of inclement weather. Under no circumstances shall signs constructed of wood, metal, or other heavy material be used, nor shall any extension be used to enlarge the area covered. All signs shall be easily removable from fencing structures. **Signs may not be displayed in locations where they are visible from any public street.**
- b) No signs shall be affixed before the first day of fall regular sanctioned play and all signs shall be removed on the last day of fall regular sanctioned play, including preseason or postseason tournament play. No signs shall be affixed before the first day of spring regular sanctioned play and all signs shall be removed on the last day of spring regular sanctioned play, including preseason or postseason tournament play.
- c) No signs shall contain advertising copy selling items that are not legally available to minors,

including, but not limited to, alcoholic beverages (both "intoxication" and "non-intoxicating" as defined by Oklahoma Statutes) and tobacco products, nor shall they contain obscene or profane language, symbols, or pictures. **BAGSL** agrees that the term "obscene" as defined in Section 7-45 of the Broken Arrow Code shall be applicable with respect to all signs affixed under this license.

- d) **BAGSL** agrees to make reasonable efforts to remove all signs during periods of high wind, flooding, and/or similar inclement weather.
- e) **BAGSL** acknowledges and agrees **CITY** may remove, or request **BAGSL** to remove, any sign if the erection or affixing of such sign is determined by **CITY** to be an unlawful, or otherwise improper, use of **CITY's** property.
- f) **BAGSL** agrees that it is solely responsible for the maintenance of signs and further agrees that it is responsible for the removal of any signs that become damaged during the course of the Season. **BAGSL** releases the **CITY** from any and all liability for damages to any signs resulting from said **CITY'S** maintenance of the playing fields, acts or omissions or **CITY** officials and/or employees, wind, flooding, fire, or other acts of god, and further acknowledges that **CITY** has the right to remove any and all damaged signs without permission of **BAGSL**. If any sign becomes a nuisance, the **CITY** has the right to remove it without permission of **BAGSL**. The **CITY** agrees, to an extent reasonable and possible, to try to notify **BAGSL** that it has removed a sign(s), which the **CITY** easily and readily determined belonged to **BAGSL**. The **CITY** shall not be held liable and is relieved of any and all liability suffered by **BAGSL** or any of its members, representatives, officers, agents, or assigns for any losses that **BAGSL** may incur by the **CITY'S** failure to make such notification.

#### VI. STAY TO PLAY

**BAGSL** agrees to make every reasonable effort to utilize and promote accommodation options within the city limits of Broken Arrow for the duration of any event, when such accommodations are available and meet the needs of the **BAGSL's** invitees, guests, membership and users.

#### VI. GUN POLICY

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

#### VIII. INDEMNIFICATION

As partial consideration for this Agreement, **BAGSL** agrees to indemnify, defend (at **CITY'S** option), and hold harmless **CITY**, its employees, officials, agents, representatives and volunteers from and against any and **all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature**, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **BAGSL**, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or



subcontractors, including but not limited to permitted and non-permitted uses of **PREMISES**, whether during an approved, supervised activity or not, any injury or damage that occurs on or about the **PREMISES** relating to **BAGSL** activities, or **BAGSL'S** performance or failure to perform the terms and conditions of this Agreement.

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

**BAGSL** shall provide **CITY** with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, actual or anticipated disputes with or claims by any individual, and any lawsuits by any individual relating to any activities on or about **PREMISES**.

#### IX. INSURANCE/WAIVER OF SUBROGATION

Without limiting **CITY'S** right to indemnification, **BAGSL**, its contractors and subcontractors shall obtain insurance in no less than or in terms more restrictive than the following:

General Liability Insurance covering all **PREMISES** and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate;

Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma; and

Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

**BAGSL** shall include **CITY**, its officials, representatives, agents and employees as **Additional Insured** on all required insurance policies. **BAGSL** shall also require its contractors, subcontractors and any third party users to list **CITY as Additional Insured**. **BAGSL** shall arrange for certificates of insurance and endorsements to be submitted to the **CITY'S** Risk Manager for approval prior to allowing any individuals, including but not limited to any contractors or subcontractors, to commence work or engage in any activities under this Agreement.

Such coverage shall not be canceled or materially changed without giving **CITY** at least thirty (30) days prior written notification thereof. The insurers shall have no recourse against **CITY** for payment of any insurance premiums. Any insurance protecting **CITY** against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to **CITY**.

**BAGSL** and its contractors, subcontractors and any third party users shall maintain the required insurance with insurers that carry a Best's "A" or equivalent rating and which are licensed and

admitted to write insurance business in Oklahoma. Such insurance shall not be invalidated by any action or inaction of **BAGSL** and shall insure **CITY** regardless of any breach or violation by **BAGSL** of any warranty, declaration or condition contained in such insurance. Failure of **BAGSL** or its contractors and subcontractors to obtain and maintain any required insurance shall not relieve **BAGSL** from any liability hereunder.

**BAGSL** hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from **CITY** for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. **BAGSL** agrees to give to each insurance company, which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

#### X. DEFAULT

This Agreement shall be subject to termination upon the abandonment of **PREMISES** for a period of thirty (30) days, or upon the failure of **BAGSL** to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that time limits may be extended in the manner and to the extent allowed by **CITY**, where fulfillment of such obligation requires activity over a period of time and **BAGSL** has commenced to perform whatever may be required to cure the default and continues such performance diligently.

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

#### XI. TERMINATION

Either party may terminate this Agreement for cause upon giving the other ten (10) days prior written notice. If this Agreement is terminated, **CITY** will be paid for costs incurred up to and including the date of termination, including but not limited to the costs of repairing **PREMISES** to the condition existing at the beginning of this agreement and the costs of storing **BAGSL'S** property at a public warehouse selected by **CITY**. The rights reserved in this section are alternative and in addition to, not in lieu of, any other rights and remedies provided by law or under this Agreement. Termination of this Agreement shall not terminate **BAGSL'S** liability for any losses which have occurred on or prior to that date, regardless of whether notice of the claimed loss has been received by either party.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **BAGSL**. Any attempt to sell, assign, alienate or encumber **PREMISES** or this Agreement shall be cause for immediate termination of this Agreement.

In the event of substantial or total destruction of **PREMISES** from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole



judgment of **CITY**. In the event that the **PREMISES** are repaired or restored by **BAGSL** at the sole expense of **BAGSL** or at the expense of insurance carriers, this Agreement shall not be terminated.

## XII. LAWS

This Agreement shall be construed under the laws of the State of Oklahoma; Exclusive Original Jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. **BAGSL** shall conform to and abide by all Federal, State and local laws and regulations regarding the subject of this Agreement. This Agreement is not a waiver of any permit, Inspection or other legal requirements, and does not assure approval based upon any circumstances other than compliance with the law.

## XIII. NOTICES

Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other party's address, or by personal delivery. Service of said notice or demand shall be complete upon receipt of said notice or demand.

## IVX. ENTIRE AGREEMENT

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

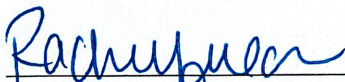
If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed sever-able. The parties shall agree, if reasonably practicable, upon provisions, which are equivalent from an economic point of view to replace any provision, which is determined to be invalid.

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

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

Approved as to Form:

City of Broken Arrow

  
\_\_\_\_\_  
Attorney for City

\_\_\_\_\_  
Michael Spurgeon, City Manager

Attested:

\_\_\_\_\_  
City Clerk / Seal



Date of Execution:

1-1-2026

Broken Arrow Girls Softball League, Inc.

Tammy Seale  
President Signature

Printed Name: Tammy Seale

BAGSL Mailing Address:

PO Box 2112  
Broken Arrow, OK 74013

State of Oklahoma     )  
                                      ) ss.  
County of TUSA     )

Before me, a Notary Public, on this 4 day of December, 2025  
personally appeared TAMMY SEALE known to me to be the identical  
person and the President of the Broken Arrow Girls Softball League, Inc., who executed the within and  
foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and  
voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

9/17/2029

[Signature]  
Notary Public





## **EXHIBIT A**

- Resident Fee      \$20.00 per game This fee includes the \$9.00 per game base fee to be paid to the **CITY** by **BAGSL** no later than one month after the spring and/or fall season. The remaining \$11 is to be retained by **BAGSL**.
- Non-Resident Fee      \$45.00 per game This fee includes the \$9.00 per game base fee plus an additional \$13.00 non-resident fee for a total of \$22.00 per game fee to be paid to the **CITY** by **BAGSL** no later than one month after the spring and/or fall season. The remaining \$23 is to be retained by **BAGSL**.

**BAGSL** may have additional costs for third party rentals per request of additional equipment and or labor from **BAGSL**.

**Non-BAGSL** users who will be utilizing the restroom facilities only, the rate for restroom facility usage shall be \$30 for groups of less than 30, \$50 for groups of 30 to 50, \$75 for groups of 50 to 75 and \$100 for groups of 75+.





## Broken Arrow Girls Softball League

PO Box 2112

Broken Arrow Ok 74013

(918)251-0868 fax (918)259-9437

### SOFTBALL FACILITY USE AND RELEASE OF LIABILITY AGREEMENT

This agreement is entered by and between the Broken Arrow Girls Softball League, (hereafter BAGSL) and \_\_\_\_\_ (hereafter USER).

USER acknowledges that BAGSL has been granted permission to manage the use of the Arrowhead Park facilities (hereafter PREMISES) by the City of Broken Arrow (hereafter CITY). BAGSL and the USER will work in conjunction with each other on the PREMISE to operate this event.

Event Location: Arrowhead Park, 300 E Washington St., Broken Arrow, OK

Fields 1-12 will be reserved for the USER on the mutually agreed to dates of \_\_\_\_\_.

Administrative Fee: USER will pay BAGSL an administrative fee of \$\_\_\_\_\_ per game for Broken Arrow residence and \$\_\_\_\_\_ for non-residences of Broken Arrow. (Including practice games and/or clinics). Practice fee is \$\_\_\_\_\_ per 2-hour practice per field. This fee will cover equipment usage, chalk for fields, fuel for equipment, and BAGSL representative.

Field Maintenance: USER will pay BAGSL \$\_\_\_\_\_ per game as needed for field maintenance throughout the duration of the event. This will include dragging and lining fields as needed as well as end of day trash removal or as needed. If inclement weather occurs and the USER agrees to continue to use the facility, USER will reimburse BAGSL at a rate of \$\_\_\_\_\_ per man hour to ready fields for play as well as \$\_\_\_\_\_/bag of field dry used. The reimbursement cost per bag of field dry is subject to change based on the price increase/decrease charged to BAGSL from the supplier.

Umpire Room: USER will pre-pay a \$200 cleaning deposit if they choose to utilize the umpire room. The deposit will be refunded upon inspection provided the area has been cleaned. Including trash taken out, room picked up and swept out and restroom has been cleaned. This rental includes the use of the microwave, coffee machine, refrigerator, and grill. \_\_\_\_\_ USER'S initials here if they will be using the umpire room.

USER will deposit with BAGSL no later than 7 days prior to the event the fees as outlined above to cover the estimated number of games for umpires, field maintenance and umpire room (if applicable). The administrative fee and any additional amounts due will be made no later than 7 days after the conclusion of the tournament.



## Exhibit B

BAGSL will have the option to sell its concessions throughout the event. All proceeds from its concessions sales will be retained by BAGSL.

BAGSL agrees to have a representative onsite throughout the duration of the event which will be covered through the administrative fee noted earlier. Duties of the BAGSL representative shall include opening and closing the park each day; distribute scoreboard controllers to each field; communicate with the City regarding any property/equipment issues; handle any issues with concession workers.

USER will inform participating teams of the park rules (provided by BAGSL) and will assist where possible in enforcing those rules.

USER agrees to follow BAGSL inclement weather policy and will work the BAGSL on site representative to ensure the safety of all players and spectators.

In the event the tournament cannot go on as planned, BAGSL, it's Board, the CITY or its representatives, shall NOT be responsible for the reimbursement of fees assessed to the Teams to participate in this tournament.

USER agrees to take all reasonable precautions to prevent waste, damage, or injury to the PREMISES. USER shall promptly reimburse CITY for the cost of parts and labor for any replacement or repair required on the PREMISES as a result of USER'S activities.

The PREMISES, which is the subject of this Agreement, shall remain the property of the City. Such property and any appurtenances thereto cannot be modified or destroyed or altered without the prior, express, written permission of the Parks Director. Neither, may additional appurtenances be built by the USER, without the prior, express, written permission of the Parks Director. Any additions or modifications approved by the City shall become the property of the City upon termination of this agreement unless the City gives express, written permission for the removal of the improvements, in which case, USER shall remove the improvements in a manner approved by the City, and restore remaining City land and improvements to a condition comparable to the condition which existed prior to the removal.

BAGSL and CITY makes no representations or warranties, express or implied, as to the condition of the PREMISES. USER accepts the PREMISES, "as is." USER shall inspect the PREMISES immediately prior to and after each use, and shall immediately notify BAGSL of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of USER or the general public, USER shall not allow individuals to utilize the PREMISES until the defective portion of the PREMISES has been repaired or replaced.

As partial consideration for this Agreement, USER agrees to indemnify, defend (at CITY'S option), and hold harmless BAGSL and CITY, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens judgments, cost, expenses, suits, actions, or proceedings, attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of USER, USER'S guests, invitees, employees, agents, and volunteers, including but not limited to permitted and non-permitted uses of the PREMISES and any injury or damage that occurs on or about the PREMISES. Only

## Exhibit B

CITY'S authorized personnel shall move or remove, place or replace position or reposition any of the CITY'S equipment located on or upon the PREMISES.

Without limiting BAGSL'S or CITY'S right to indemnification, USER shall obtain General Liability Insurance covering all premises and operations including, but not limited to one hundred percent (100%) of the replacement cost of the total values of the leased property, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) aggregate. **USER shall include the BAGSL and CITY, its officials, representatives, agents and employees as Additional Insured with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma.**

Individuals must comply with the above or provide proof of equivalent coverage as provided for by another individual or organization in the form of an official letter stating such and a copy of the insurance certificate listing the BAGSL and CITY, its officials, representatives, agents and employees as Additional Insured.

**USER shall deliver to BAGSL an insurance certificate confirming the existence of the insurance required by this Agreement three business days prior to the scheduled use. Failure to provide required insurance will result in the cancellation of this Agreement and the forfeiture of USER'S prepayment.**

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

USER shall promptly notify BAGSL and CITY of any serious injuries (all injuries which require medical treatment).

USER understands that there are risks and dangers involved in recreational activities, and agrees, on behalf of USER, USER'S guest, invitees, employees, agents, and volunteers, and their respective family and heirs, to accept these risks knowingly and voluntarily, and waives any and all claims, causes of action, or damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages or other losses or damages, against BAGSL or CITY which may arise out of or in connection with any aspect of USER'S activities under this Agreement. I understand that BAGSL and CITY will rely on this statement, that the terms of this agreement are contractual in nature, and are specifically designed to protect BAGSL and CITY.

**Exhibit B**

**I HAVE READ, UNDERSTAND AGREE TO THE ABOVE. I HAVE OBTAINED ANY LEGAL ADVICE I BELIEVE I MAY NEED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.**

**AGREEMENT SIGNATURE PAGE:**

USER Representative:

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BAGSL Representative:

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





# City of Broken Arrow

## Request for Action

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**File #:** 25-1729, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12/16/2025**

**Title:**

Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Soccer Club

**Background:**

The attached use agreement grants a non-exclusive license to allow Broken Arrow Youth Football Association, Incorporated (BASC), a registered non-profit organization, to use the Indian Springs Sports Complex (Premises) which is located at 13600 S 145th E Ave in Broken Arrow. BASC has reviewed and agreed to the terms of this Agreement.

Highlights of the Use Agreement are as follows:

- BASC shall pay the City eleven dollars (\$11.00) for every regular season game, scrimmage, and tournament game.
  - Clinics, camps, training sessions, and try-outs are to be paid at a rate of eleven dollars (\$11.00) per two-hour period.
- BASC will manage all scheduling and third-party reservations for the Premises and pay the City accordingly per usage.
- All coaches and volunteers will undergo a criminal background screening according to the Parks and Recreation Criminal Background Check Policy.
- BASC will supply, solely at their own expense, dumpster service.
- BASC will supply line paint, City staff may apply as seen necessary.
- City is responsible for regularly mowing the premises.
- BASC's term for usage shall commence upon approval and end on December 31, 2026.

**Cost:** \$0.00

**Funding Source:** N/A

**Requested By:** Matt Hendren, Parks and Recreation Director

**Approved By:** City Manager's Office

**Attachments:** BASC Use Agreement 2026

**Recommendation:**

Approve and authorize execution of an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Soccer Club.

**CITY OF BROKEN ARROW**  
**PARKS AND RECREATION USE AGREEMENT**

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**CITY**) and the Broken Arrow Soccer Club (**BASC**).

**I. LICENSE**

**CITY** grants a **non-exclusive** license to **BASC** to use land and improvements located in the **CITY**, popularly known as the soccer fields at Indian Springs Sports Complex and more particularly described as that portion of the W/2 of the SW/4 of Section 10, T17N, R14E and that portion of the NW/4 of the SE/4 and the N/2 of the Northeast Quarter (N/2 NE/4 SE/4) of Section 9, T17N, R14E of the Indian Base Meridian, Tulsa County, State of Oklahoma, that has been adapted for use as soccer playing fields, and associated facilities (**PREMISES**). This license shall include those areas where the soccer fields are located, namely, the playing surfaces, all stands or bleachers, the associated concession stands, restrooms and storage building. Additionally, **BASC** may use the N.E. 20 acres of Elam Park as practice fields until 2028 or until funding is secured to develop the park.

As partial consideration for this Agreement, **BASC** agrees to and shall comply with the **CITY'S** Parks and Recreation Criminal Background Check Policy for Youth Sports Managers and/or Coaches. A copy of which has been previously provided to **BASC** and is available at the City Clerk's office.

**BASC** shall submit a weekly written schedule or give access to an electronic daily schedule of all games, scrimmages, tryouts, clinics and camps to the **DIRECTOR** of the Broken Arrow Parks and Recreation Department prior to the commencement of the soccer season. **BASC** shall stagger the starting times of games so as to minimize traffic flow problems at the complex.

Before documents are submitted to the Soccer Governing Body, **BASC** shall submit, in writing, any and all bid materials regarding tournaments/clinics/camps to the **DIRECTOR** if said tournament/clinic/camp will require additional **CITY** involvement with regard to the playing surfaces or improvements. The **DIRECTOR** shall confirm, in writing, whether said specifications and improvements to the facility can be met.

**DIRECTOR** reserves the right, in his-sole discretion, to close **PREMISES** and cancel all activities when, due to inclement weather or other problems, public safety or the preservation of **PREMISES** are threatened.

**BASC** shall be responsible for scheduling the use of the fields and restrooms by other users, including other soccer clubs, and shall use a standardized 3<sup>rd</sup> Party Rental Agreement (**EXHIBIT B**). Use of fields shall be reserved for others, by the **BASC** designee, in a non-partial way, as to allow maximum utilization of fields other than as agreed upon and approved by the City based upon field use data and standardized field turf rest/recovery periods. **BASC** may charge for use of fields and restrooms by outside groups. The fee schedule must be submitted to the **DIRECTOR** for his approval, prior to implementing such charges and shall be incorporated into this agreement as (**EXHIBIT A**). **BASC** shall allow the City to use, at no charge, the **PREMISES** when schedule permits. In case of scheduling conflict, the decision of **DIRECTOR** shall be final.

**CITY** and/or **BASC** will not approve any requests, by any individuals or organizations, to use any of the above-described **PREMISES** as regular practice fields.

**BASC** shall collect from non-**BASC** users documentation as required by the **CITY** in regard to scheduling applications, insurance requirements, and payments; and shall provide the **CITY** a copy of said documents.

**BASC** shall pay a user fee to the **CITY** a sum of eleven dollars (\$11.00) per each regular season game, scrimmages, and tournament games. Clinics, camps, training sessions, and try-outs are to be paid at a rate of eleven dollars (\$11.00) per two-hour period. All user fees are to be paid to the **CITY** no later than one month after the spring and fall season. All activities scheduled shall be under the supervision of a uniformed referee in the case of games or scrimmages or **BASC** approved training coaches for clinics, camps and try-outs. This fee may increase in future contracts due to an increase in utility costs and/or general operating costs.

**BASC** may operate two (2) concession facilities during its scheduled activities after obtaining any necessary permits and submitting copies of said permits to **CITY**. **BASC** may operate mobile concessions when participation warrants additional need and after obtaining any necessary permits and submitting copies of said permits to **CITY**. **BASC** shall work cooperatively with the Broken Arrow Adult Softball Association regarding use of the concession stand and restrooms, located just south of the fields commonly known as #28, #29, #30 during **BASC'S** season and tournaments.

**CITY** shall appoint one person who may attend any of the **BASC** meetings. **BASC** shall send the appointee timely notice of all meetings. Appointee shall serve as liaison between **CITY** and **BASC**.

**BASC** shall maintain accounts with correct entries of all income and expenditures. Books of accounts and related invoices shall be the property of **BASC**, but shall be open for inspection and copying by **CITY** upon reasonable notice during normal business hours.

## **II. TERM**

This Agreement shall commence upon execution and shall expire on December 31, 2026 unless terminated earlier in accordance with the terms and conditions of this Agreement. This Agreement does not renew automatically.

## **III. IMPROVEMENTS**

**PREMISES** shall remain the property of **CITY**, and may not be modified, altered, or destroyed without the prior written permission of **CITY**. Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of **CITY**.

All locks on **PREMISES** shall be maintained as directed by **DIRECTOR**; **BASC** may not remove or change any locks on **PREMISES** without the prior approval of **DIRECTOR** and without first supplying **DIRECTOR** with the combination or key to any new locks.

Any additions or modifications shall become the property of **CITY** unless **CITY** gives **BASC** prior written permission to remove the additions or modifications, in which case **BASC** shall remove the improvements in a manner approved by **CITY** immediately upon termination of this Agreement and restore **PREMISES** to the condition which existed prior to the addition or modification.

#### IV. STAY TO PLAY

**BASC** agrees to make every reasonable effort to utilize and promote accommodation options within the city limits of Broken Arrow for the duration of any event, when such accommodations are available and meet the needs of the **BASC's** invitees, guests, membership and users.

#### V. MAINTENANCE

**BASC** acknowledges that it has inspected the **PREMISES** thoroughly, has participated in the construction and maintenance of improvements and equipment on the **PREMISES**, and has had open access to **PREMISES** for a number of years, and therefore has full knowledge of the conditions of the **PREMISES**. **CITY** makes no representations or warranties, express or implied, as to the condition of **PREMISES**.

**BASC** shall inspect **PREMISES** immediately prior to and immediately after each use and shall immediately notify **CITY** of any damage or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, **BASC** shall not allow individuals to utilize **PREMISES** until the defective portion of **PREMISES** has been repaired or replaced. **BASC** shall be solely responsible for any replacements or repairs it authorizes or performs.

As partial consideration for this Agreement: **BASC** shall supply, solely at its own expense, paper products and cleaning supplies. **BASC** shall supply, solely at its own expense, all necessary equipment. After each use of **PREMISES**, **BASC** shall clean the restrooms and re-supply them with paper products. After each use of **PREMISES**, **BASC** shall pick up all trash at used **PREMISES**, and deposit the same in commercial dumpster(s) provided by **BASC**.

**BASC** may use the office and storage building located at Fields 1-4 for the purpose of operating the **BASC** business offices. Only **CITY** or **BASC** may utilize the office and storage building for **BASC** or **CITY** business activities. There shall be no subletting of the office and storage building nor shall anyone be allowed to operate a private enterprise from the office or storage building. Only equipment and supplies owned and/or leased by **BASC** or **CITY** for the maintenance and operation of **PREMISES** may be stored in the office and storage building.

**BASC** shall supply field marking paint and **CITY** personnel shall paint field lines. **BASC** at any time during the life of the contract may submit in writing to the **DIRECTOR**, for his approval, that **BASC** is willing and knowingly taking over painting of field lines in their entirety for the described **PREMISES**. Once approved by **DIRECTOR** the eleven dollar (\$11.00) per regular season game, scrimmage, and tournament game fee will be lowered to ten dollars (\$10.00) per regular season game, scrimmage, tournament game, and two-hour period for clinics, camps, training sessions, and try-outs. **BASC** is responsible for marking any field dimension changes prior to **CITY** personnel painting lines. Paint for field lines and any agricultural chemicals to be used on **PREMISES** shall first be approved by the **CITY**.

**CITY** shall regularly mow **PREMISES** and re-seed or re-sod as necessary. **CITY** shall regularly perform turf maintenance (weed control and fertilization) on **PREMISES**. **CITY** shall regularly inspect and maintain the irrigation fixtures (heads, valves, and control box) on **PREMISES**. Upon notification of necessity from **BASC**, **CITY** shall maintain and repair the electrical and plumbing systems and the concession, restroom, and maintenance structures on **PREMISES**. Upon notification of necessity from **BASC**, **CITY** shall maintain and repair or replace the bleachers and benches, riverside safety netting, fences and lights.



**BASC** agrees to take all reasonable precautions to prevent waste, damage or injury to **PREMISES** by **BASC** or by any team or individual under **BASC'S** auspices or by any member of the audience attending **BASC** events.

**BASC** agrees to provide staff or volunteers to control the parking lot during all **BASC** activities and to prevent individuals from parking on any unpaved or unauthorized areas.

**CITY** retains the right to enter **PREMISES** at any and all times, without prior notice, to inspect **PREMISES** or to conduct maintenance or repairs, or for the purpose of determining whether **BASC** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of **CITY** under this Agreement.

**BASC** shall promptly reimburse **CITY** for the cost of parts and labor for the replacement or repair of turf, bleachers/stands, concessions buildings, restrooms, and other improvements to the land, for any cause other than normal and routine wear and tear and "Acts of God," and for **CITY'S** cost in performing any of **BASC'S** contractual duties. **BASC** shall not be liable to **CITY** for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of **BASC**, its guests, invitees, members, volunteers, representatives, employees agents, officers, contractors or subcontractors.

## **VI. SIGNS**

**BASC** may place temporary signs on the chain link fences surrounding the playing fields, according to the following terms and conditions:

- a) All signs shall only be constructed of canvas, plastic or cardboard and shall be of a size and shape that will not cause damage to the fencing structure to which it is attached during normal use or during periods of inclement weather. Under no circumstances shall signs constructed of wood, metal, or other heavy material be used, nor shall any extension be used to enlarge the area covered. All signs shall be easily removable from fencing structures. **Signs may not be displayed in locations where they are visible from any public street.**
- b) No signs shall be affixed before the first day of fall regular sanctioned play and all signs shall be removed on the last day of fall regular sanctioned play, including preseason or postseason tournament play. No signs shall be affixed before the first day of spring regular sanctioned play and all signs shall be removed on the last day of spring regular sanctioned play, including preseason or postseason tournament play.
- c) No signs shall contain advertising copy selling items that are not legally available to minors, including, but not limited to, alcoholic beverages (both "intoxication" and "non-intoxicating" as defined by Oklahoma Statutes) and tobacco products, nor shall they contain obscene or profane language, symbols, or pictures. **BASC** agrees that the term "obscene" as defined in Section 7-45 of the Broken Arrow Code shall be applicable with respect to all signs affixed under this license.
- d) **BASC** agrees to make reasonable efforts to remove all signs during periods of high wind, flooding, and/or similar inclement weather.
- e) **BASC** acknowledges and agrees **CITY** may remove, or request **BASC** to remove, any sign if the erection or affixing of such sign is determined by **CITY** to be an unlawful, or otherwise improper, use of **CITY'S** property.
- f) **BASC** agrees that it is solely responsible for the maintenance of signs and further agrees that it is

responsible for the removal of any signs that become damaged during the course of the Season. **BASC** releases the **CITY** from any and all liability for damages to any signs resulting from said **CITY'S** maintenance of the playing fields, acts or omissions or **CITY** officials and/or employees, wind, flooding, fire, or other acts of god, and further acknowledges that **CITY** has the right to remove any and all damaged signs without permission of **BASC**. If any sign becomes a nuisance, the **CITY** has the right to remove it without permission of **BASC**. The **CITY** agrees, to an extent reasonable and possible, to try to notify **BASC** that it has removed a sign(s), which the **CITY** easily and readily determined belonged to **BASC**. The **CITY** shall not be held liable and is relieved of any and all liability suffered by **BASC** or any of its members, representatives, officers, agents, or assigns for any losses that **BASC** may incur by the **CITY'S** failure to make such notification.

## **VII. Gun Policy**

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

## **VIII. INDEMNIFICATION**

As partial consideration for this Agreement, **BASC** agrees to indemnify, defend (at **CITY'S** option), and hold harmless **CITY**, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **BASC**, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of **PREMISES**, whether during an approved, supervised activity or not, any injury or damage that occurs on or about the **PREMISES** relating to **BASC** activities, or **BASC'S** performance or failure to perform the terms and conditions of this Agreement.

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

**BASC** shall provide **CITY** with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, actual or anticipated disputes with or claims by any individual, and any lawsuits by any individual relating to any activities on or about **PREMISES**.

## **IX. INSURANCE / WAIVER OF SUBROGATION**

Without limiting **CITY'S** right to indemnification, **BASC**, its contractors and subcontractors, shall obtain insurance in no less than or in terms more restrictive than the following:

General Liability Insurance covering all **PREMISES** and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate.

Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma; and

Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

**BASC** shall include **CITY**, its officials, representatives, agents and employees as Additional Insured on all required insurance policies. **BASC** shall also require its contractors, subcontractors and any third-party users to list **CITY** as Additional Insured. **BASC** shall arrange for certificates of insurance and endorsements to be submitted to the **CITY'S** Risk Manager for approval prior to allowing any individuals, including but not limited to any contractors or subcontractors, to commence work or engage in any activities under this Agreement.

Such coverage shall not be canceled or materially changed without giving **CITY** at least thirty (30) days prior written notification thereof. The insurers shall have no recourse against **CITY** for payment of any insurance premiums. Any insurance protecting **CITY** against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to **CITY**.

**BASC** and its contractors and subcontractors shall maintain the required insurance with insurers that carry a Best's "A" or equivalent rating, and which are licensed and admitted writing insurance business in Oklahoma. Such insurance shall not be invalidated by any action or inaction of **BASC** and shall insure **CITY** regardless of any breach or violation by **BASC** of any warranty, declaration or condition contained in such insurance. Failure of **BASC** or its contractors and subcontractors to obtain and maintain any required insurance shall not relieve **BASC** from any liability hereunder.

**BASC** hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from **CITY** for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. **BASC** agrees to give to each insurance company, which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

## **X. DEFAULT**

This Agreement shall be subject to termination upon the abandonment of **PREMISES** for a period of thirty (30) days, or upon the failure of **BASC** to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that time limits may be extended in the manner and to the extent allowed by **CITY**, where fulfillment of such obligation requires activity over a period of time and **BASC** has commenced to perform whatever may be required to cure the default and continues such performance diligently.

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

## **XI. TERMINATION**

Either party may terminate this Agreement for cause upon giving the other ten (10) days prior written notice. If this Agreement is terminated, **CITY** will be paid for costs incurred up to and including the date of termination, including but not limited to the costs of repairing **PREMISES** to the condition existing at the beginning of this agreement and the costs of storing **BASC'S** property at a public warehouse selected by **CITY**. The rights reserved in this section are alternative and in addition to, not in lieu of, any other rights and remedies provided by law or under this Agreement. Termination of this Agreement shall not terminate **BASC'S** liability for any losses, which have occurred on or prior to that date, regardless of whether notice of the claimed loss has been received by either party.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **BASC**. Any attempt to sell, assign, alienate or encumber **PREMISES** or this Agreement shall be cause for immediate termination of this Agreement.

In the event of substantial or total destruction of **PREMISES** from any cause, either party may declare this agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of **CITY**. In the event that the **PREMISES** are repaired or restored by **BASC** at the sole expense of **BASC** or at the expense of insurance carriers, this Agreement shall not be terminated.

## **XII. LAWS**

This Agreement shall be construed under the laws of the State of Oklahoma; Exclusive Original Jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. **BASC** shall conform to and abide by all Federal, State and local laws and regulations regarding the subject of this Agreement. This Agreement is not a waiver of any permit, Inspection or other legal requirements, and does not assure approval based upon any circumstances other than compliance with the law.

## **XIII. NOTICES**

Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other party's address, or by personal delivery. Service of said notice or demand shall be complete upon receipt of said notice or demand.

## **IVX. ENTIRE AGREEMENT**

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

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable. The parties shall agree, if reasonably practicable, upon provisions which are equivalent from an economic point of view to replace any provision, which is determined to be invalid.

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

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

Approved as to Form:

City of Broken Arrow

Rachelle  
Assistant City Attorney

By: \_\_\_\_\_  
City Manager

Attested:

Broken Arrow Soccer Club, President

Signature AB

Printed Name: Austin Burgess

City Clerk Seal

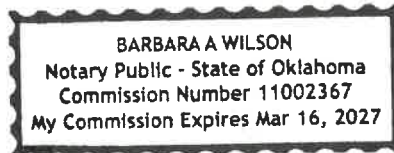
BASC Mailing Address: PO Box 872

Date of Execution:

Broken Arrow, OK. 74013

#### VERIFICATION

State of Oklahoma     )  
                                      )ss.  
County of Wagoner     )



Before me, a Notary Public, on this 12<sup>th</sup> day of November, personally appeared Austin Burgess, President of the Broken Arrow Soccer Club, known to me to be the Identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

3/16/27

Barbara Wilson  
Notary Public

## EXHIBIT A

### GRASS FEILDS

Resident Fee	\$65 Per Game	This fee includes the \$11 per game base fee to be paid to the <b>CITY</b> by <b>BASC</b> no later than one month after the spring and/or fall season.
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Non-Resident Fee	\$85 Per Game	This fee includes the \$11.00 per game base fee plus an additional \$13.00 non-resident fee for a total of \$23.00 per game fee to be paid to the <b>CITY</b> by <b>BASC</b> no later than one month after the spring and/or fall season.
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### TURF FEILDS

Resident Fee	\$165 Per Game	This fee includes the \$11 per game base fee to be paid to the <b>CITY</b> by <b>BASC</b> no later than one month after the spring and/or fall season.
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Non-Resident Fee	\$185 Per Game	This fee includes the \$11.00 per game base fee plus an additional \$13.00 non-resident fee for a total of \$23.00 per game fee to be paid to the <b>CITY</b> by <b>BASC</b> no later than one month after the spring and/or fall season.
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**BASC** will have a set fee in place for the actual expenditures/cost of opening, closing, cleaning, and restocking for third party users of the ISSC Restroom facility.



# Exhibit B



**Broken Arrow Soccer Club**  
P.O. Box 872, Broken Arrow, Oklahoma 74013  
918-258-5770



## **BROKEN ARROW SOCCER CLUB • INDIAN SPRINGS SPORTS COMPLEX SOCCER FACILITY USE AND RELEASE OF LIABILITY AGREEMENT**

I affirm that this 3<sup>rd</sup> party rental agreement is for league games, tournament games, or scrimmages only. Usage for special training or for practicing is not allowed. Usage may be considered in collaboration with the State Association, USYS, or programs for the development of soccer in the community.

Rentals for league games or scrimmages must be for a minimum of 5 league games or scrimmages per request, or as approved by the BASC Games Commissioner. Tournament rentals consist of no less than 20 or more fields holding multiple tournament games per field each day of the rental. All league games, tournament games and scrimmages must have a currently licensed and uniformed referee on every match. Tournament games will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.

Rental agreements and documentation must be submitted to the BASC office no less than 21 days from the requested dates, or as approved by the BASC Games Commissioner. Rentals must be scheduled for play within 6 months of the event. Payment, insurance and all required documentation must be submitted after USER receives approval of this 3<sup>rd</sup> party rental request and no later than 21 days from the event.

This agreement is entered by and between the Broken Arrow Soccer Club, hereafter BASC, and \_\_\_\_\_ (Name, Title), hereafter USER. USER acknowledges that BASC has been granted permission to manage the use of the Indian Springs Sports Complex Soccer Facilities, hereafter PREMISES, by the City of Broken Arrow, hereafter CITY.

**BASC hereby agrees to allow USER to utilize the PREMISES as detailed below for the following date/s and time/s only. (Please provide specific dates & times of event):**

Rental dates & times for each game (BE SPECIFIC): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Description of PREMISES to be used: Number of fields, types of fields (grass and/or turf) and/or restrooms. (Please provide specific information to be utilized for your event and whether the need for restrooms is applicable):**

Grass or turf fields? How many fields? Do you need lights? Do you need restrooms? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

USER's Paying Party is defined as the person or entity providing payment for the use of PREMISES. For organizations or individuals (i.e. clubs, schools, community organizations) the Paying Party shall be the

organization and the signatory of this agreement must provide written authorization from the organization stating his/her authority to enter into agreements. Individuals must provide proof of direct relationship (i.e. immediate family member) to a participant in the game. *Payment must be made in full no later than 21 days from the rental event.* Payments shall be in the form of cash presented in person at the BASC office at 13600 S. 145<sup>th</sup> E. Avenue, Broken Arrow or credit card payment made at the BASC office. *A credit card processing fee will be charged for any card payments made.*

USER agrees not to interfere with others' scheduled utilization of the PREMISES.

USER agrees to abide by the BASC Standing Resolution policy that "Warm up in the goal area(s) are not permitted. Sanctions may be applied to the USER found to be allowing any activity in the penalty/goal areas prior to the game, during halftime or following a Game." A fine of \$75 per team per offense will be issued.

USER agrees to abide by the BASC Turf Field Policy which states that food and drink on the turf surfaces shall be limited to water only. Signage expressing such shall be maintained in areas around and leading to the turf fields. Violation of the policy by players, team officials or associated spectators will result in a fine of \$100, payable by the associated team. Failure to pay turf field violation fines or repeated violations may result in forfeiture of turf field use privileges as decided by the BASC Executive Board.

USER agrees that there shall be no movement of any turf field goals or weighted bags on turf surfaces. Movement of turf field goals or weighted bags shall be performed only by persons expressly authorized by BASC. Any turf field goals not in use shall be moved to the designated storage area and secured in a safe manner only by persons expressly authorized by BASC. Violation of this policy by players, team officials or associated spectators may result in a fine of \$100, payable by the associated team. Failure to pay turf field violation fines or repeated violations may result in forfeiture of turf field use privileges as decided by the BASC Executive Board.

USER agrees that if turf field corner flags are requested, it will be the responsibility of BASC to add, move or remove the corner flag base and flags from turf fields. Violation of this policy by players, team officials or associated spectators may result in a fine of \$50 and to pay the cost to replace or repair any corner flags/bases that are lost/stolen/damaged during field usage. Failure to pay turf field violation fines, repairs or replacement of corner flags/bases or repeated violations may result in forfeiture of turf field use privileges as decided by the BASC Executive Board.

USER agrees that in case of inclement weather on or before the day of the event, BASC may choose to close Indian Springs Soccer Complex for any and all games played on the reserved date depending on field conditions, which will be determined by BASC. BASC will make contact via email or phone call to advise of any or all Indian Springs Soccer Complex field closures.

USER agrees that tournament games will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.

USER agrees that no other events other than the agreed upon games will be held at Indian Springs Soccer Complex. Restrictions of only spectators and players of the agreed upon games at Indian Springs Soccer Complex.

USER agrees to pay a \$250 trash bond to ensure that all trash from USER is placed in appropriate trash receptacles after each game for each field used. BASC will use the money from the trash bond to pay to have trash picked up and put in appropriate receptacles if this is not done by USER. If all trash is picked up at the end of scheduled games by USER, the trash bond will be returned to USER or destroyed at USER request.

After use of the PREMISES, USER shall ensure that all trash or refuse produced during the event is deposited into trash receptacles or dumpsters, supplied by BASC. Any bagged trash which will not fit into the supplied dumpster must be hauled away from the PREMISES at the USER's expense at the end of the EVENT. If bagged trash is not placed in the supplied dumpster, BASC will use the trash deposit to pay for removal of the trash.

USER shall exit the PREMISES no later than the expiration of the scheduled time slot.

USER agrees to check the soccer goals before the start of each game to ensure they are properly anchored to the ground with stakes on the grass fields and weighted bags on the turf fields. USER agrees to never allow anyone to climb, swing, play or hang on goals. USER agrees to never move any goals at ISSC.

BASC and CITY retain the right to enter any portion of the PREMISES at any and all times.

USER shall obey all City of Broken Arrow Ordinances and Parks and Recreation Department rules. Any violations of these rules may result in the immediate termination of this agreement.

USER agrees to take all reasonable precautions to prevent waste, damage or injury to the PREMISES. USER shall promptly reimburse CITY for the cost of parts and labor for any replacement or repair required on the PREMISES as a result of USER'S activities.

The PREMISES, which is the subject of this Agreement, shall remain the property of the City. Such property and any appurtenances thereto cannot be modified or destroyed or altered without the prior, express, written permission of the Parks Director. Neither may additional appurtenances be built by the USER, without the prior, express, written permission of the Parks Director. Any additions or modifications approved by the City shall become the property of the City upon termination of this agreement unless the City gives express, written permission for the removal of the improvements, in which case, USER shall remove the improvements in a manner approved by the City, and restore remaining City land and improvements to a condition comparable to the condition which existed prior to the removal. BASC and CITY makes no representations or warranties, express or implied, as to the condition of the PREMISES. USER shall inspect the PREMISES immediately prior to and after each use and shall immediately notify BASC of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of USER or the general public, USER shall not allow individuals to utilize the PREMISES until the defective portion of the PREMISES has been repaired or replaced.

As partial consideration for this Agreement, USER agrees to indemnify, defend (at CITY'S option), and hold harmless BASC and CITY, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens judgments, cost, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of USER, USER'S guests, invitees, employees, agents, and volunteers, including but not limited to permitted and non-permitted uses of the PREMISES and any injury or damage that occurs on or about the PREMISES. Only BASC or the CITY'S authorized personnel shall move or remove, place or replace position or reposition any of the BASC or the CITY'S equipment located on or upon the PREMISES.

Without limiting BASC'S or CITY'S right to indemnification, USER shall obtain General Liability Insurance covering all premises and operations including, but not limited to one hundred percent (100%) of the replacement cost of the total values of the leased property, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) aggregate. **USER shall include the BASC and CITY, its officials, representatives, agents and employees as Additional Insured with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma.**

Individuals must comply with the above or provide proof of equivalent coverage as provided for by another individual or organization in the form of an official letter stating such and a copy of the insurance certificate listing the BASC and CITY, its officials, representatives, agents and employees as Additional Insured.

USER shall deliver to BASC an insurance certificate confirming the existence of the insurance required by this Agreement at the time of submission of this agreement and *no later than 2 (two) weeks* prior to the scheduled use. Failure to provide required insurance will result in the cancellation of this Agreement and the forfeiture of USER'S prepayment.

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

USER understands that there are risks and dangers involved in recreational activities, and agrees, on behalf of USER, USER'S guest, invitees, employees, agents, and volunteers, and their respective family and heirs, to accept these risks knowingly and voluntarily, and waives any and all claims, causes of action, or damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages or other losses or damages, against BASC or CITY which may arise out of or in connection with any aspect of USER'S activities under this Agreement. I understand that the BASC and CITY will rely on this statement, that the terms of this agreement are contractual in nature, and are specifically designed to protect the BASC and CITY.

USER understands that any acts of violence, and as pursuant to the City of Broken Arrow code of ordinances, chapter 16:3 – assault and battery, caused by the USER, USER'S guest, invitees, employees, agents, and volunteers, and their respective family and heirs, will cause this Agreement to be revoked and nullified immediately, and that the Broken Arrow Police Department and the CITY will be contacted.

USER shall promptly notify BASC and CITY of any serious injuries (all injuries which require medical treatment).

User agrees that no alcoholic beverages may be brought or consumed during any event at ISSC pursuant to the City of Broken Arrow code of ordinances, chapter 4 – alcoholic beverages.

No food or merchandise vending is allowed at ISSC for 3<sup>rd</sup> party rentals. All vending requests should be directed to Broken Arrow Soccer Club.

***No reservations shall be made until this agreement has been approved by BASC. Payment, insurance and required documents must be supplied to BASC and rental paid in full no later than 21 days from the event.***

\_\_\_\_\_  
Name & Title of Renter (Print)

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Mailing address of renter or business

\_\_\_\_\_  
Phone number of renter or business

\_\_\_\_\_  
Accepted by BASC Name & Title

\_\_\_\_\_  
Date

EMAIL COMPLETED FORM TO [INFO@BASOCCER.CLUB](mailto:INFO@BASOCCER.CLUB)

### 3RD PARTY RENTAL ITEMIZATION RATES

**City of Broken Arrow Resident Prices. A utility bill or driver's license proving residency shall be provided.**

\$65- Per game field usage for a grass field (up to a 90 minute time slot or as applicable for the age group)

\$165- Per game field usage for a turf field (up to a 90 minute time slot or as applicable for the age group)

\$30- Per day use of corner flags

\$70- Per day use of restrooms for the complex which games are held

\$ 35 - Per day use of lights as required

\$250 - Per event or field rental Trash Bond

\$500 – Per tournament rental will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.

#### **Non-Resident Prices:**

\$85- Per game field usage for a grass field (up to a 90 minute time slot or as applicable for the age group)

\$185- Per game field usage for a turf field (up to a 90 minute time slot or as applicable for the age group)

\$30- Per day use of corner flags

\$70- Per day use of restrooms for the complex which games are held

\$ 35 - Per day use of lights as required

\$250 - Per event or field rental Trash Bond

\$500 – Per tournament rental will require a \$500 field damage fee if there is 1 inch or more of rain within 24 hours prior to or within the duration of the tournament.

#### **Restroom Rental Only:**

##### In Season:

Groups up to 50 people, \$175; groups of 51 to 100 people, \$350.

##### Out of Season:

Groups up to 50 people, \$275; groups of 51 to 100 people, \$550.

#### **Tournament Rates:**

Please call the BASC office for negotiated fees

**\*BASC USE ONLY**

*Rental application received.*    *Date:* \_\_\_\_\_    *Received by:* \_\_\_\_\_

*Rental payment received.*    *Date:* \_\_\_\_\_    *Received by:* \_\_\_\_\_

*Verification of funds.*    *Date:* \_\_\_\_\_    *Verified by:* \_\_\_\_\_

*Trash deposit received.*    *Date:* \_\_\_\_\_    *Received by:* \_\_\_\_\_

*Proof of insurance received.*    *Date:* \_\_\_\_\_    *Received by:* \_\_\_\_\_

*Verification of insurance:*    *Date:* \_\_\_\_\_    *Verified by:* \_\_\_\_\_

*Proof of residency received.*    *Date:* \_\_\_\_\_    *Received by:* \_\_\_\_\_

*Turf Field Policy acknowledgement received:*    *Date:* \_\_\_\_\_    *Received by:* \_\_\_\_\_



# City of Broken Arrow

## Request for Action

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**File #: 25-1732, Version: 1**

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**Broken Arrow City Council  
Meeting of: 12/16/2025**

**Title:**

**Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Youth Baseball Association, Incorporated**

**Background:**

The attached use agreement grants a non-exclusive license to allow Broken Arrow Youth Baseball Association, Incorporated (BAYBA), a registered non-profit organization, to use the Youth Baseball Complex (Premises) which is located at Indian Spring Sports Complex in Broken Arrow.

Highlights of the Use Agreement are as follows:

- BAYBA shall pay the City nine dollars (\$9.00) for every regular season game, scrimmage, and tournament game.
  - Clinics, camps, training sessions, and try-outs are to be paid at a rate of nine dollars (\$9.00) per two-hour period.
- BAYBA will manage all scheduling and third-party reservations for the Premises and pay the City accordingly per usage.
- All coaches and volunteers will undergo a criminal background screening according to the Parks and Recreation Criminal Background Check Policy.
- BAYBA will supply, solely at their own expense, dumpster service.
- BAYBA is responsible for marking and dragging infield areas. BAYBA will supply foul line paint, City staff may apply as seen necessary.
- City is responsible for regularly mowing the premises.
- BAYBA terms for usage shall commence upon approval and end on December 31, 2026.

**Cost:** \$0.00

**Funding Source:** N/A



**Requested By:** Matt Hendren, Parks and Recreation Director

**Approved By:** City Manager's Office

**Attachments:** BAYBA Use Agreement 2026

**Recommendation:**

Approve and authorize execution of an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Youth Baseball Association, Incorporated.

CITY OF BROKEN ARROW  
PARKS AND RECREATION USE AGREEMENT

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**CITY**), and the Broken Arrow Youth Baseball Association, Inc. (**BAYBA**).

I. LICENSE

**CITY** grants a **non-exclusive** license to **BAYBA** to use land and improvements located in the **CITY** of Broken Arrow, Oklahoma, popularly known as the baseball fields at Indian Springs Sports Complex and more particularly described as that portion of the SW/4 of section 10, T1 7N, R14E that has been adapted for use as baseball playing fields, and associated facilities (**PREMISES**). This license shall include those areas where the baseball fields are located; namely, the playing surfaces, all stands or bleachers, the associated concession stand, the office and storage building and restrooms.

As partial consideration for this Agreement, **BAYBA** agrees to and shall comply with the **CITY'S** Parks and Recreation Criminal Background Check Policy for Youth Sports Managers and/or Coaches. A copy of which has been previously provided to **BAYBA** and is available at the City Clerk's office.

**BAYBA users** shall be defined as teams registered with **BAYBA**. All other groups or individuals shall be considered **non-BAYBA** users.

**BAYBA** shall submit a written schedule or give access to an electronic schedule of all games, scrimmages, tryouts, clinics and camps to the Director of the Broken Arrow Parks and Recreation Department (**DIRECTOR**) prior to the commencement of the baseball season. **BAYBA** shall stagger the starting times of games so as to minimize traffic flow problems at the complex.

**BAYBA** shall submit, in writing, any and all bid materials regarding tournaments/clinics/camps to the **DIRECTOR** if said tournament/clinic/camp will require additional **CITY** involvement in regards to the playing surfaces or improvements before documents are submitted to the Youth Baseball Governing Body. The **DIRECTOR** shall confirm, in writing, whether said specifications and improvements to the facility can be met.

**DIRECTOR** reserves the right, in his sole discretion, to close **PREMISES** and cancel all activities when, due to inclement weather or other problems, public safety or the preservation of **PREMISES** are threatened.

**BAYBA** shall be responsible for scheduling the use of the fields and restrooms by other users, including other baseball clubs and shall use a standardized use of fields form attached as **EXHIBIT B**. Use of fields shall be reserved for others, by the **BAYBA** designee, in a non-partial way, as to allow maximum utilization of fields other than as agreed upon and approved by the City based upon field use data and standardized field turf rest/recovery periods. **BAYBA** may charge for use of fields and restrooms by **non-BAYBA** users. The fee schedule must be submitted to the **DIRECTOR** for his approval prior to implementing such charges and shall be incorporated into this agreement as **EXHIBIT A**. **BAYBA** shall allow the City to use, at no charge, the baseball fields and associated restrooms when schedule permits. In case of scheduling conflict, the decision of **DIRECTOR** shall be final.

**CITY** and/or **BAYBA** will not approve any requests, by any individuals or organizations, to use any of the



above described **PREMISES** as regular practice fields.

**BAYBA** shall collect from **non-BAYBA** users documentation as required by the **CITY** in regards to scheduling application, insurance requirements and payments; and shall provide the **CITY** a copy of said documents.

**BAYBA** shall pay a user fee to the **CITY** a sum of nine dollars (\$9.00) per each regular season game, scrimmages, and tournament games. Clinics, camps, training sessions, and try-outs are to be paid at a rate of nine dollars (\$9.00) per two hour period. All user fees are to be paid to the **CITY** no later than one month after the spring and fall season. All activities scheduled shall be under the supervision of a uniformed umpire in the case of games or scrimmages or **BAYBA** approved training coaches for clinics, camps and try-outs. This fee may increase in future contracts due to an increase in utility costs and/or general operating costs.

**BAYBA** may operate concession facilities during its scheduled activities after obtaining any necessary permits and submitting copies of said permits to **CITY**. **BAYBA** may operate mobile concessions when participation warrants additional need and after obtaining any necessary permits and submitting copies of said permits to **CITY**.

**CITY** shall appoint one person who may attend any of the **BAYBA** meetings. **BAYBA** shall send the appointee timely notice of all meetings. Appointee shall serve as liaison between **CITY** and **BAYBA**.

**BAYBA** shall maintain accounts with correct entries of all income and expenditures. Books of accounts and related invoices shall be the property of **BAYBA**, but shall be open for inspection and copying by **CITY** upon reasonable notice during normal business hours.

## II. TERM

This Agreement shall commence upon execution and shall expire December 31, 2026 unless terminated earlier in accordance with the terms and conditions of this Agreement. This Agreement does not renew automatically.

## III. IMPROVEMENTS

**PREMISES** shall remain the property of **CITY** and may not be modified, altered, or destroyed without the prior written permission of **CITY**. Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of **CITY**.

All locks on **PREMISES** shall be maintained as directed by **DIRECTOR**; **BAYBA** may not remove or change any locks on **PREMISES** without the prior approval of **DIRECTOR** and without first supplying **DIRECTOR** with the combination or key to any new locks.

Any additions or modifications shall become the property of **CITY** unless **CITY** gives **BAYBA** prior written permission to remove the additions or modifications, in which case **BAYBA** shall remove the improvements in a manner approved by **CITY** immediately upon termination of this Agreement and restore **PREMISES** to the condition which existed prior to the addition or modification.



#### IV. STAY TO PLAY

**BAYBA** agrees to make every reasonable effort to utilize and promote accommodation options within the city limits of Broken Arrow for the duration of any event, when such accommodations are available and meet the needs of the **BAYBA's** invitees, guests, membership and users.

#### V. MAINTENANCE

**BAYBA** acknowledges that it has inspected the **PREMISES** thoroughly, has participated in the construction and maintenance of improvements and equipment on the **PREMISES**, and has had open access to **PREMISES** for a number of years, and, therefore, has full knowledge of the conditions of the **PREMISES**. **CITY** makes no representations or warranties, express or implied, as to the condition of **PREMISES**.

**BAYBA** shall inspect **PREMISES** immediately prior to and immediately after each use and shall immediately notify **CITY** of any damages or of any repairs which may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, **BAYBA** shall not allow individuals to utilize **PREMISES** until the defective portion of **PREMISES** has been repaired or replaced. **BAYBA** shall be solely responsible for any replacements or repairs it authorizes or performs.

As partial consideration for this Agreement: **BAYBA** shall supply, solely at its own expense, paper products and cleaning supplies. **BAYBA** shall supply, solely at its own expense, all necessary equipment. After each use of **PREMISES**, **BAYBA** shall clean the restrooms and re-supply them with paper products. After each use of **PREMISES**, **BAYBA** shall pick up all trash at the baseball complex and deposit the same in commercial dumpster(s) provided by **BAYBA**.

**BAYBA** may use the office and storage building located at Fields 1-4 for the purposes of operating the **BAYBA** business offices. Only **CITY** or **BAYBA** may utilize the office and storage building for **BAYBA** or **CITY** business activities. There shall be no subletting of the office and storage building nor shall anyone be allowed to operate a private enterprise from the office or storage building. Only equipment and supplies owned and/or leased by **BAYBA** or **CITY** for the maintenance and operation of **PREMISES** may be stored in the office and storage building.

**BAYBA**, shall, solely at its own expense, drag, and mark all infield play areas regularly. **BAYBA** shall be responsible for watering the dirt on the playing fields as necessarily required for play.

**BAYBA** shall supply field marking paint and **CITY** personnel shall paint outfield lines. **BAYBA**, at any time during the life of the contract, may submit in writing to the **DIRECTOR**, for his approval, that **BAYBA** is willing and knowingly taking over painting of field lines in their entirety for the described **PREMISES** for the life of this contract. Once approved by **DIRECTOR** the nine dollar (\$9.00) per regular season game, scrimmage, and tournament game fee will be lowered to eight dollars (\$8.00) per regular season game, scrimmage, tournament game, and two hour period for clinics, camps, training sessions, and try-outs.

**BAYBA** is responsible for marking any field dimension changes prior to **CITY** personnel painting lines. Paint for field lines and any agricultural chemicals to be used on **PREMISES** shall first be approved by the **DIRECTOR**.

**CITY** shall regularly mow **PREMISES** and re-seed or re-sod as necessary. **CITY** shall regularly perform turf



maintenance (weed control and fertilization) on **PREMISES**. Upon notification of necessity from **BAYBA**, **CITY** shall inspect and maintain the irrigation fixtures (heads, valves, and control box) on **PREMISES**. Upon notification of necessity from **BAYBA**, **CITY** shall maintain and repair the electrical and plumbing systems and the concession, restroom, and maintenance structures on **PREMISES**. Upon notification of necessity from **BAYBA**, **CITY** shall maintain and repair or replace the bleachers and benches, fences and lights.

**BAYBA** agrees to take all reasonable precautions to prevent waste, damage or injury to **PREMISES** by **BAYBA** or by any team or individual under **BAYBA'S** auspices or by any member of the audience attending **BAYBA** events.

**BAYBA** agrees to provide staff or volunteers to control the parking lot during all **BAYBA** activities and to prevent individuals from parking on any unpaved or unauthorized areas.

**CITY** retains the right to enter **PREMISES** at any and all times, without prior notice, to inspect **PREMISES** or to conduct maintenance or repairs, or for the purpose of determining whether **BAYBA** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of **CITY** under this Agreement.

**BAYBA** shall promptly reimburse **CITY** for the cost of parts and labor for the replacement or repair of turf, bleachers/stands, concessions buildings, restrooms, and other improvements to the land, for any cause other than normal and routine wear and tear and "Acts of God," and for **CITY'S** cost in performing any of **BAYBA'S** contractual duties. **BAYBA** shall not be liable to **CITY** for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of **BAYBA**, its guests, invitees, members, volunteers, representatives, employee's agents, officers, contractors or subcontractors.

## VI. SIGNS

**BAYBA** may place temporary signs on the chain link fences surrounding the playing fields, according to the following terms and conditions:

- a) All signs shall only be constructed of canvas, plastic or cardboard and shall be of a size and shape that will not cause damage to the fencing structure to which it is attached during normal use or during periods of inclement weather. Under no circumstances shall signs constructed of wood, metal, or other heavy material be used, nor shall any extension be used to enlarge the area covered. All signs shall be easily removable from fencing structures. **Signs may not be displayed in locations where they are visible from any public street.**
- b) No signs shall be affixed before the first day of fall regular sanctioned play and all signs shall be removed on the last day of fall regular sanctioned play, including preseason or postseason tournament play. No signs shall be affixed before the first day of spring regular sanctioned play and all signs shall be removed on the last day of spring regular sanctioned play, including preseason or postseason tournament play.
- c) No signs shall contain advertising copy selling items that are not legally available to minors, including, but not limited to, alcoholic beverages (both "intoxication" and "non-intoxicating" as defined by Oklahoma Statutes) and tobacco products, nor shall they contain obscene or profane



language, symbols, or pictures. **BAYBA** agrees that the term "obscene" as defined in Section 7-45 of the Broken Arrow Code shall be applicable with respect to all signs affixed under this license.

- d) **BAYBA** agrees to make reasonable efforts to remove all signs during periods of high wind, flooding, and/or similar inclement weather.
- e) **BAYBA** acknowledges and agrees **CITY** may remove, or request **BAYBA** to remove, any sign if the erection or affixing of such sign is determined by **CITY** to be an unlawful, or otherwise improper, use of **CITY's** property.
- f) **BAYBA** agrees that it is solely responsible for the maintenance of signs and further agrees that it is responsible for the removal of any signs that become damaged during the course of the Season. **BAYBA** releases the **CITY** from any and all liability for damages to any signs resulting from said **CITY'S** maintenance of the playing fields, acts or omissions or **CITY** officials and/or employees, wind, flooding, fire, or other acts of god, and further acknowledges that **CITY** has the right to remove any and all damaged signs without permission of **BAYBA**. If any sign becomes a nuisance, the **CITY** has the right to remove it without permission of **BAYBA**. The **CITY** agrees, to an extent reasonable and possible, to try to notify **BAYBA** that it has removed a sign(s), which the **CITY** easily and readily determined belonged to **BAYBA**. The **CITY** shall not be held liable and is relieved of any and all liability suffered by **BAYBA** or any of its members, representatives, officers, agents, or assigns for any losses that **BAYBA** may incur by the **CITY'S** failure to make such notification.

#### VII. GUN POLICY

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

#### VIII. INDEMNIFICATION

As partial consideration for this Agreement, **BAYBA** agrees to indemnify, defend (at **CITY'S** option), and hold harmless **CITY**, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **BAYBA**, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of **PREMISES**, whether during an approved, supervised activity or not, any injury or damage that occurs on or about the **PREMISES** relating to **BAYBA** activities, or **BAYBA'S** performance or failure to perform the terms and conditions of this Agreement.

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

**BAYBA** shall provide **CITY** with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, actual or anticipated disputes with or claims by any individual, and any lawsuits by any individual relating to any activities on or



about **PREMISES**.

#### IX. INSURANCE/WAIVER OF SUBROGATION

Without limiting **CITY'S** right to indemnification, **BAYBA**, its contractors and subcontractors shall obtain insurance in no less than or in terms more restrictive than the following:

General Liability Insurance covering all **PREMISES** and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate;

Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma; and

Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

**BAYBA** shall include **CITY**, its officials, representatives, agents and employees as **Additional Insured** on all required insurance policies. **BAYBA** shall also require its contractors, subcontractors and any third party users to list **CITY as Additional Insured**. **BAYBA** shall arrange for certificates of insurance and endorsements to be submitted to the **CITY'S** Risk Manager for approval prior to allowing any individuals, including but not limited to any contractors or subcontractors, to commence work or engage in any activities under this Agreement.

Such coverage shall not be canceled or materially changed without giving **CITY** at least thirty (30) days prior written notification thereof. The insurers shall have no recourse against **CITY** for payment of any insurance premiums. Any insurance protecting **CITY** against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to **CITY**.

**BAYBA** and its contractors, subcontractors and any third party users shall maintain the required insurance with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma. Such insurance shall not be invalidated by any action or inaction of **BAYBA** and shall insure **CITY** regardless of any breach or violation by **BAYBA** of any warranty, declaration or condition contained in such insurance. Failure of **BAYBA** or its contractors and subcontractors to obtain and maintain any required insurance shall not relieve **BAYBA** from any liability hereunder.

**BAYBA** hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from **CITY** for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. **BAYBA** agrees to give to each insurance company, which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

#### X. DEFAULT

This Agreement shall be subject to termination upon the abandonment of **PREMISES** for a period of thirty (30) days, or upon the failure of **BAYBA** to keep, perform and observe all promises, covenants, conditions



and agreements set forth in this Agreement, provided that time limits may be extended in the manner and to the extent allowed by **CITY**, where fulfillment of such obligation requires activity over a period of time and **BAYBA** has commenced to perform whatever may be required to cure the default and continues such performance diligently.

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

#### XI. TERMINATION

Either party may terminate this Agreement for cause upon giving the other ten (10) days prior written notice. If this Agreement is terminated, **CITY** will be paid for costs incurred up to and including the date of termination, including but not limited to the costs of repairing **PREMISES** to the condition existing at the beginning of this agreement and the costs of storing **BAYBA'S** property at a public warehouse selected by **CITY**. The rights reserved in this section are alternative and in addition to, not in lieu of, any other rights and remedies provided by law or under this Agreement. Termination of this Agreement shall not terminate **BAYBA'S** liability for any losses which have occurred on or prior to that date, regardless of whether notice of the claimed loss has been received by either party.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **BAYBA**. Any attempt to sell, assign, alienate or encumber **PREMISES** or this Agreement shall be cause for immediate termination of this Agreement.

In the event of substantial or total destruction of **PREMISES** from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of **CITY**. In the event that the **PREMISES** are repaired or restored by **BAYBA** at the sole expense of **BAYBA** or at the expense of insurance carriers, this Agreement shall not be terminated.

#### XII. LAWS

This Agreement shall be construed under the laws of the State of Oklahoma; Exclusive Original Jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. **BAYBA** shall conform to and abide by all Federal, State and local laws and regulations regarding the subject of this Agreement. This Agreement is not a waiver of any permit, inspection or other legal requirements, and does not assure approval based upon any circumstances other than compliance with the law.

#### XIII. NOTICES

Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other party's address, or by personal delivery. Service of said notice

or demand shall be complete upon receipt of said notice or demand.

#### XIV. ENTIRE AGREEMENT

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

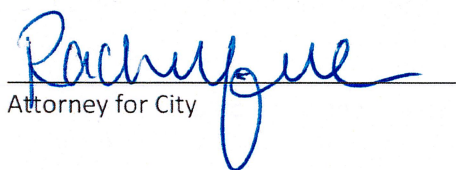
If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable. The parties shall agree, if reasonably practicable, upon provisions, which are equivalent from an economic point of view to replace any provision, which is determined to be invalid.

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

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

Approved as to Form:

City of Broken Arrow

  
\_\_\_\_\_  
Attorney for City

\_\_\_\_\_  
Michael Spurgeon, City Manager

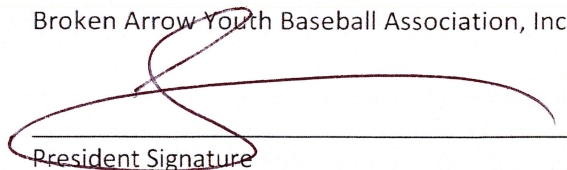
Attested:

\_\_\_\_\_  
City Clerk / Seal

Date of Execution:

Broken Arrow Youth Baseball Association, Inc.

\_\_\_\_\_

  
\_\_\_\_\_  
President Signature

Printed Name:

Travis L. Kelly

BAYBA Mailing Address:

1203 W. Shreveport Street  
Broken Arrow, OK, 74011



State of Oklahoma       )  
  ) ss.  
County of Wagoner )

Before me, a Notary Public, on this 1 day of December, 2025 personally appeared Travis L. Kelly known to me to be the identical person and the President of the Broken Arrow Youth Baseball Association, Inc., who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

5-10-28

Notary Public

Melba J Parrish



**EXHIBIT A**

Resident Fee	\$40.00 per game	This fee includes the \$9.00 per game base fee to be paid to the <b>CITY by BAYBA</b> no later than one month after the spring and/or fall season.
Non-Resident Fee	\$65.00 per game	This fee includes the \$9.00 per game base fee plus an additional \$13.00 non-resident fee for a total of \$22.00 per game fee to be paid to the <b>CITY by BAYBA</b> no later than one month after the spring and/or fall season.

**Non-BAYB** users who will be utilizing the restroom facilities only, the rate for restroom facility usage shall be \$30 for groups of less than 30, \$50 for groups of 30 to 50, \$75 for groups of 50 to 75 and \$100 for groups of 75 to 100.







## Broken Arrow Youth Baseball

1203 West Shreveport Street

Broken Arrow Ok 74011

(918)455-2292 fax (918)4557229

### BASBALL FACILITY USE AND RELEASE OF LIABILITY AGREEMENT

This agreement is entered by and between the Broken Arrow Boys Baseball Program Inc., dba, Broken Arrow Youth Baseball, hereafter BAYB, and \_\_\_\_\_, hereafter USER. USER acknowledges that BAYB has been granted permission to manage the use of the Indian Springs Sports Complex Baseball Facilities, hereafter PREMISES, by the City of Broken Arrow, hereafter CITY.

**BAYB hereby agrees to allow USER to utilize the PREMISES as detailed below for the period of:**

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**Description of PREMISES to be used:**

**Field(s) and/ or Restrooms:**

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Use of baseball fields is restricted to scrimmages or games officiated by at least one uniformed, registered BAYB referee with participation by organized teams registered to a club or school having an affiliation with OSSAA, USSSA or other recognized sanctioning body. This is to ensure compliance with recognized rules of play, the City of Broken Arrow Recreation Criminal Background Check Policy for Youth Sports Managers and/or Coaches, insurance coverage and the general safety of participants.

USERS of baseball fields for scrimmages or games will have access to fields. BAYB will also provide for opening/closing of area restrooms and the operation of field lighting as necessary. For multigame events concessions will notified and may be opened at the discretion of the concession operator.

USER's Paying Party is defined as the person or entity providing payment for the use of PREMISES.

For organizations (i.e. clubs, schools, community organizations) the Paying Party shall be the organization and the signatory of this agreement must provide written authorization from the organization stating his/hers authority to enter into agreements. **For multigame events a 25% prepayment deposit of user fees must be submitted in advance and payment of the balance of user fees accumulated are due within 30 days of the final event.** Payment shall be in the form of cash presented in person at the BAYB office at 1203 W. Shreveport St., Broken Arrow or credit card payment made over the phone to the BAYB office (918)455-2292.

For individuals the Paying Party shall provide proof of direct relationship (i.e. immediate family member) to a participant in the scrimmage or game and payment must be made in advance. . Payment shall be in the form of cash presented in person at the BAYB office at 1203 W. Shreveport St., Broken Arrow or credit card payment made over the phone to the BAYB office (918)455-2292.

For USER's who will be utilizing the restroom facilities only, the rate for restroom facility usage shall be \$30 for groups of less than 30, \$50 for groups of 30 to 50, \$75 for groups of 50 to 75 and \$100 for groups of 75 to 100.

For USER's who as organizations are located within, or who as individuals reside within, Broken Arrow city limits; the rate for baseball field use shall be **\$40 per field, per game** (up to a 2 hour time slot as applicable for the age group). An organization's location shall be determined by its physical address. A utility bill proving residency shall be provided by individuals.

For USER's who are not located or who do not reside within Broken Arrow city limits the rate for baseball field use shall be **\$65 per field, per game** (up to a 2 hour time slot as applicable for the age group).

No reservations or schedules shall be confirmed until this agreement has been signed, approved by the appropriate BAYB Executive Board member and the required payment is made in full.

USER is liable for 50% of the prepayment for multigame events if the event is canceled within 14 days of the scheduled event commencement. Balance of prepayment will be refunded via check.

USER agrees not to interfere with others' scheduled utilization of the PREMISES.

USER agrees to pay a \$250 trash bond to ensure that all trash from USER is placed in appropriate trash receptacles after each game for each field used. BAYB will use the money from the trash bond to pay to have trash picked up and put in appropriate receptacles if this is not done by USER. If all trash is picked up at the end of scheduled games by USER, the trash bond will be returned to USER or destroyed at USER request.

USER shall exit the PREMISES no later than the expiration of the scheduled time slot. BAYB and CITY retain the right to enter any portion of the PREMISES at any and all times.

USER shall obey all Broken Arrow Parks and Recreation Department rules (as attached). Any violations of these rules may result in the immediate termination of this agreement.

USER agrees to take all reasonable precautions to prevent waste, damage or injury to the PREMISES. USER shall promptly reimburse CITY for the cost of parts and labor for any replacement or repair required on the PREMISES as a result of USER'S activities.

The PREMISES, which is the subject of this Agreement, shall remain the property of the City. Such property and any appurtenances thereto cannot be modified or destroyed or altered without the prior, express, written permission of the Parks Director. Neither, may additional appurtenances be built by the USER, without the prior, express, written permission of the Parks Director. Any additions or modifications approved by the City shall become the property of the City upon termination of this agreement unless the City gives express, written permission for the removal of the improvements, in which case, USER shall remove the improvements in a manner approved by the City, and restore remaining City land and improvements to a condition comparable to the condition which existed prior to the removal.

BAYB and CITY makes no representations or warranties, express or implied, as to the condition of the PREMISES. USER shall inspect the PREMISES immediately prior to and after each use, and shall immediately notify BAYB of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of USER or the general public, USER shall not allow individuals to utilize the PREMISES until the defective portion of the PREMISES has been repaired or replaced.

After use of the PREMISES, USER shall ensure that all trash/refuse produced during the event is deposited into trash receptacles or dumpsters

As partial consideration for this Agreement, USER agrees to indemnify, defend (at CITY'S option), and hold harmless BAYB and CITY, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens judgments, cost, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of USER, USER'S guests, invitees, employees, agents, and volunteers, including but not limited to permitted and non-permitted uses of the PREMISES and any injury or damage that occurs on or about the PREMISES. Only CITY'S authorized personnel shall move or remove, place or replace position or reposition any of the CITY'S equipment located on or upon the PREMISES.

Without limiting BAYB'S or CITY'S right to indemnification, USER shall obtain General Liability Insurance covering all premises and operations including, but not limited to one hundred percent (100%) of the replacement cost of the total values of the leased property, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) aggregate. **USER shall include the BAYB and CITY, its officials, representatives, agents and employees as Additional Insured with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma.**



Individuals must comply with the above or provide proof of equivalent coverage as provided for by another individual or organization in the form of an official letter stating such and a copy of the insurance certificate listing the BAYB and CITY, its officials, representatives, agents and employees as Additional Insured.

**USER shall deliver to BAYB an insurance certificate confirming the existence of the insurance required by this Agreement three business days prior to the scheduled use. Failure to provide required insurance will result in the cancellation of this Agreement and the forfeiture of USER'S prepayment.**

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

USER shall promptly notify BAYB and CITY of any serious injuries (all injuries which require medical treatment).

USER understands that there are risks and dangers involved in recreational activities, and agrees, on behalf of USER, USER'S guest, invitees, employees, agents, and volunteers, and their respective family and heirs, to accept these risks knowingly and voluntarily, and waives any and all claims, causes of action, or damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages or other losses or damages, against BAYB or CITY which may arise out of or in connection with any aspect of USER'S activities under this Agreement. I understand that BAYB and CITY will rely on this statement, that the terms of this agreement are contractual in nature, and are specifically designed to protect BAYB and CITY.

**I HAVE READ, UNDERSTAND AGREE TO THE ABOVE. I HAVE OBTAINED ANY LEGAL ADVICE I BELIEVE I MAY NEED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.**

NAME/TITLE (PRINTED): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Accepted by (BAYB): \_\_\_\_\_ Date: \_\_\_\_\_

***BAYB USE ONLY:***

Prepayment Deposit required (25% of use fees for multi-game events only): \$ \_\_\_\_\_

Payments Received

Date \_\_\_\_\_ Amount \_\_\_\_\_ For \_\_\_\_\_ Received By \_\_\_\_\_



# City of Broken Arrow

## Request for Action

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**File #: 25-1728, Version: 1**

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**Broken Arrow City Council  
Meeting of: 12/16/2025**

**Title:**

Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Youth Football Association Incorporated in conjunction with the Broken Arrow Lacrosse Club

**Background:**

The attached use agreement grants a non-exclusive license to allow Broken Arrow Youth Football Association, Incorporated (BAYFA) in conjunction with the Broken Arrow Lacrosse Club, (BALC) both a registered non-profit organization, to use the Nienhuis Football Complex (Premises) which is located at 3201 North Ninth Street in Broken Arrow. For the purposes of this Agreement, the BALC will be a division of BAYFA. This Agreement shall apply to BALC as if it is BAYFA. BAYFA and BALC each have reviewed and agreed to the terms of this Agreement.

Highlights of the Use Agreement are as follows:

- BAYFA shall pay the City eleven dollars (\$11.00) for every regular season game, scrimmage, and tournament game.
  - Clinics, camps, training sessions, and try-outs are to be paid at a rate of eleven dollars (\$11.00) per two-hour period.
- BAYFA will manage all scheduling and third-party reservations for the Premises and pay the City accordingly per usage.
- All coaches and volunteers will undergo a criminal background screening according to the Parks and Recreation Criminal Background Check Policy.
- BAYFA will supply, solely at their own expense, dumpster service.
- BAYFA will supply line paint, City staff may apply as seen necessary.
- City is responsible for regularly mowing the premises.
- BAYFA's term for usage shall commence upon approval and end on December 31, 2026.

**Cost:** \$0.00

**Funding Source:** N/A



**Requested By:** Matt Hendren, Parks and Recreation Director

**Approved By:** City Manager's Office

**Attachments:** BAYFA Use Agreement 2026

**Recommendation:**

Approve and authorize execution of an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Youth Football Association, Incorporated in conjunction with the Broken Arrow Lacrosse Club.

## CITY OF BROKEN ARROW

### PARKS AND RECREATION USE AGREEMENT

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**CITY**), and the Broken Arrow Youth Football Association, Inc. (**BAYFA**), in conjunction with the Broken Arrow Lacrosse Club (**BALC**).

#### I. License

The **CITY** grants a **non-exclusive** license to **BAYFA** and **BALC** to use land and improvements located in the City of Broken Arrow, Oklahoma, popularly known as the football fields at Nienhuis Park Complex and more particularly described as that portion of the SW/4 of section 10, T17N, R14E that has been adapted for use as football playing fields and associated facilities (**PREMISES**). This license shall include those areas where the tackle football fields and flag football fields are located; namely, the playing surfaces, all stands or bleachers, and the associated concession stand and restrooms.

**BAYFA** and **BALC** have mutually agreed to share **PREMISES** for the benefit of the citizens of Broken Arrow by increasing the programming opportunities of the Nienhuis Football Complex within the **CITY**. For the purposes of this Agreement, the **BALC** will be a division of **BAYFA**. This Agreement shall apply to **BALC** as if it is **BAYFA**. **BAYFA** and **BALC** each have reviewed and agreed to the terms of this Agreement. All other references to **BAYFA** herein is intended to be inclusive of **BALC**.

As partial consideration for this Agreement, **BAYFA** agrees to and shall comply with the **CITY'S** Parks and Recreation Criminal Background Check Policy for Youth Sports Managers and/or Coaches. A copy of which has been previously provided to **BAYFA** and is available at the **City** Clerk's office.

**BAYFA** users shall be defined as teams registered with **BAYFA**. All other groups or individuals shall be considered non-**BAYFA** users. **BAYFA** uses **PREMISES** annually during the month of April to November for youth football programs.

**BAYFA** shall submit a written schedule or give access to an electronic schedule of all games, scrimmages, tryouts, clinics and camps to the Director of the Broken Arrow Parks and Recreation Department (**DIRECTOR**) prior to the commencement of the football season. **BAYFA** shall stagger the starting times of games so as to minimize traffic flow problems at the **PREMISES**.

**BAYFA** shall submit, in writing, any and all bid materials regarding tournaments/clinics/camps to the **DIRECTOR** if said tournament/clinic/camp will require additional **CITY** involvement in regards to the playing surfaces or improvements before documents are submitted to the Youth Football Governing Body. The **DIRECTOR** shall confirm, in writing, whether said specifications and improvements to the facility can be met.

**DIRECTOR** reserves the right, in his sole discretion, to close **PREMISES** and cancel all activities when, due to inclement weather or other problems, public safety or the preservation of **PREMISES** are threatened.

**BAYFA** shall be responsible for scheduling the use of the fields and restrooms by other users, including other football clubs and shall use a standardized use of fields form (EXHIBIT B). Use of fields shall be reserved for others, by the **BAYFA** designee, in a non-partial way, as to allow maximum utilization of fields other than as agreed upon and approved by the **City** based upon field use data and standardized field turf

rest/recovery periods. **BAYFA** may charge for use of fields and restrooms by non-**BAYFA** users. The fee schedule must be submitted to the **DIRECTOR** for his approval prior to implementing such charges and shall be incorporated into this agreement as EXHIBIT A. **BAYFA** shall allow the **City** to use, at no charge, the **PREMISES** when schedule permits. In case of scheduling conflict, the decision of **DIRECTOR** shall be final.

**CITY** and/or **BAYFA** will not approve any requests, by any individuals or organizations, to use any of the tackle football fields as regular practice fields. **BAYFA** shall collect from non-**BAYFA** users documentation as required by the **CITY** in regards to scheduling application, insurance requirements and payments; and shall provide the **CITY** a copy of said documents.

**BAYFA** shall pay a user fee to the **CITY** a sum of eleven dollars (\$11.00) per each regular season game, scrimmages, and tournament games. Clinics, camps, training sessions, and try-outs are to be paid at a rate of eleven dollars (\$11.00) per two hour period. All user fees are to be paid to the **CITY** no later than one month after the spring and fall season. All activities scheduled shall be under the supervision of a uniformed referee in the case of games or scrimmages or **BAYFA** approved training coaches for clinics, camps and try-outs. This fee may increase in future contracts due to an increase in utility costs and/or general operating costs.

**BAYFA** may operate concession facilities during its scheduled activities after obtaining any necessary permits and submitting copies of said permits to **CITY**. **BAYFA** may operate mobile concessions when participation warrants additional need and after obtaining any necessary permits and submitting copies of said permits to **CITY**.

**CITY** shall appoint one person who may attend any of the **BAYFA** meetings. **BAYFA** shall send the appointee timely notice of all meetings. Appointee shall serve as liaison between **CITY** and **BAYFA**.

**BAYFA** shall maintain accounts with correct entries of all income and expenditures. Books of accounts and related invoices shall be the property of **BAYFA**, but shall be open for inspection and copying by **CITY** upon reasonable notice during normal business hours.

## II. TERM

This Agreement shall commence upon execution and shall expire December 31, 2026, unless terminated earlier in accordance with the terms and conditions of this Agreement. This Agreement does not renew automatically.

## III. IMPROVEMENTS

**PREMISES** shall remain the property of **CITY**, and may not be modified, altered, or destroyed without the prior written permission of **CITY**. Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of **CITY**.

All locks on **PREMISES** shall be maintained as directed by **DIRECTOR**; **BAYFA** may not remove or change any locks on **PREMISES** without the prior approval of **DIRECTOR** and without first supplying **DIRECTOR** with the combination or key to any new locks.

Any additions or modifications shall become the property of **CITY** unless **CITY** gives **BAYFA** prior written permission to remove the additions or modifications, in which case **BAYFA** shall remove the



improvements in a manner approved by **CITY** immediately upon termination of this Agreement and restore **PREMISES** to the condition which existed prior to the addition or modification.

#### IV. STAY TO PLAY

**BAYFA** agrees to make every reasonable effort to utilize and promote accommodation options within the city limits of Broken Arrow for the duration of any event, when such accommodations are available and meet the needs of the **BAYFA's** invitees, guests, membership and users.

#### V. MAINTENANCE

**BAYFA** acknowledges that it has inspected the **PREMISES** thoroughly, has participated in the construction and maintenance of improvements and equipment on the **PREMISES**, and has had open access to **PREMISES** for a number of years, and, therefore, has full knowledge of the conditions of the **PREMISES**. **CITY** makes no representations or warranties, express or implied, as to the condition of **PREMISES**.

**BAYFA** shall inspect **PREMISES** immediately prior to and immediately after each use and shall immediately notify **CITY** of any damages or of any repairs which may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, **BAYFA** shall not allow individuals to utilize **PREMISES** until the defective portion of **PREMISES** has been repaired or replaced. **BAYFA** shall be solely responsible for any replacements or repairs it authorizes or performs.

As partial consideration for this Agreement, **BAYFA** shall supply, solely at its own expense, paper products and cleaning supplies. **BAYFA** shall supply, solely at its own expense, all necessary equipment. After each use of **PREMISES**, **BAYFA** shall clean the restrooms and re-supply them with paper products. After each use of **PREMISES**, **BAYFA** shall pick up all trash at used **PREMISES**, and deposit the same in commercial dumpster(s) provided by **BAYFA**.

**BAYFA** may use the office and storage building located at Fields 1-4 for the purposes of operating the **BAYFA** business offices. Only **CITY** or **BAYFA** may utilize the office and storage building for **BAYFA** or **CITY** business activities. There shall be no subletting of the office and storage building nor shall anyone be allowed to operate a private enterprise from the office or storage building. Only equipment and supplies owned and/or leased by **BAYFA** or **CITY** for the maintenance and operation of **PREMISES** may be stored in the office and storage building.

**BAYFA** shall supply field marking paint and **CITY** personnel shall paint field lines. **BAYFA** at any time during the life of the contract may submit in writing to the DIRECTOR, for his approval, that **BAYFA** is willing and knowingly taking over painting of field lines in their entirety for the described **PREMISES** for the life of this contract. Once approved by DIRECTOR the eleven dollar (\$11.00) per regular season game, scrimmage, and tournament game fee will be lowered to ten dollars (\$10.00) per regular season game, scrimmage, tournament game, and two hour period for clinics, camps, training sessions, and try-outs.

**BAYFA** is responsible for marking any field dimension changes prior to **CITY** personnel painting lines. Paint for field lines and any agricultural chemicals to be used on **PREMISES** shall first be approved by the **CITY**.

**CITY** shall regularly mow **PREMISES** and re-seed or re-sod as necessary. **CITY** shall regularly perform turf maintenance (weed control and fertilization) on **PREMISES**. Upon notification of necessity from **BAYFA**, **CITY** shall inspect and maintain the irrigation fixtures (heads, valves, and control box) on **PREMISES**. Upon notification of necessity from **BAYFA**, **CITY** shall maintain and repair the electrical and plumbing systems

and the concession, restroom, and maintenance structures on **PREMISES**. Upon notification of necessity from **BAYFA**, **CITY** shall maintain and repair or replace the bleachers and benches, fences and lights.

**BAYFA** agrees to take all reasonable precautions to prevent waste, damage or injury to **PREMISES** by **BAYFA** or by any team or individual under **BAYFA'S** auspices or by any member of the audience attending **BAYFA** events.

**BAYFA** agrees to provide staff or volunteers to control the parking lot during all **BAYFA** activities and to prevent individuals from parking on any unpaved or unauthorized areas.

**CITY** retains the right to enter **PREMISES** at any and all times, without prior notice, to inspect **PREMISES** or to conduct maintenance or repairs, or for the purpose of determining whether **BAYFA** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of **CITY** under this Agreement.

**BAYFA** shall promptly reimburse **CITY** for the cost of parts and labor for the replacement or repair of turf, bleachers/stands, concessions buildings, restrooms, and other improvements to the land, for any cause other than normal and routine wear and tear and "Acts of God," and for **CITY'S** cost in performing any of **BAYFA'S** contractual duties. **BAYFA** shall not be liable to **CITY** for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of **BAYFA**, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors.

## VI.SIGNS

**BAYFA** may place temporary signs on the chain link fences surrounding the playing fields, according to the following terms and conditions:

a) All signs shall only be constructed of canvas, plastic or cardboard and shall be of a size and shape that will not cause damage to the fencing structure to which it is attached during normal use or during periods of inclement weather. Under no circumstances shall signs constructed of wood, metal, or other heavy material be used, nor shall any extension be used to enlarge the area covered. All signs shall be easily removable from fencing structures. Signs may not be displayed in locations where they are visible from any public street.

b) No signs shall be affixed before the first day of fall regular sanctioned play and all signs shall be removed on the last day of fall regular sanctioned play, including preseason or postseason tournament play. No signs shall be affixed before the first day of spring regular sanctioned play and all signs shall be removed on the last day of spring regular sanctioned play, including preseason or postseason tournament play.

c) No signs shall contain advertising copy selling items that are not legally available to minors, including, but not limited to, alcoholic beverages (both "intoxication" and "non-intoxicating" as defined by Oklahoma Statutes) and tobacco products, nor shall they contain obscene or profane language, symbols, or pictures. **BAYFA** agrees that the term "obscene" as defined in Section 7-45 of the Broken Arrow Code shall be applicable with respect to all signs affixed under this license.

d) **BAYFA** agrees to make reasonable efforts to remove all signs during periods of high wind, flooding, and/or similar inclement weather.



e) **BAYFA** acknowledges and agrees **CITY** may remove, or request **BAYFA** to remove, any sign if the erection or affixing of such sign is determined by **CITY** to be an unlawful, or otherwise improper, use of **CITY's** property.

f) **BAYFA** agrees that it is solely responsible for the maintenance of signs and further agrees that it is responsible for the removal of any signs that become damaged during the course of the Season.

**BAYFA** releases the **CITY** from any and all liability for damages to any signs resulting from said **CITY'S** maintenance of the playing fields, acts or omissions or **CITY** officials and/or employees, wind, flooding, fire, or other acts of god, and further acknowledges that **CITY** has the right to remove any and all damaged signs without permission of **BAYFA**. If any sign becomes a nuisance, the **CITY** has the right to remove it without permission of **BAYFA**. The **CITY** agrees, to an extent reasonable and possible, to try to notify **BAYFA** that it has removed a sign(s), which the **CITY** easily and readily determined belonged to **BAYFA**. The **CITY** shall not be held liable and is relieved of any and all liability suffered by **BAYFA** or any of its members, representatives, officers, agents, or assigns for any losses that **BAYFA** may incur by the **CITY'S** failure to make such notification.

#### VII. Gun Policy

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

#### VIII. INDEMNIFICATION

As partial consideration for this Agreement, **BAYFA** agrees to indemnify, defend (at **CITY'S** option), and hold harmless **CITY**, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **BAYFA**, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of **PREMISES**, whether during an approved, supervised activity or not, any injury or damage that occurs on or about the **PREMISES** relating to **BAYFA** activities, or **BAYFA'S** performance or failure to perform the terms and conditions of this Agreement.

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

**BAYFA** shall provide **CITY** with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, actual or anticipated disputes with or claims by any individual, and any lawsuits by any individual relating to any activities on or about **PREMISES**.

#### IX. INSURANCE/ WAIVER OF SUBROGATION

Without limiting **CITY'S** right to indemnification, **BAYFA**, its contractors and subcontractors shall obtain insurance in no less than or in terms more restrictive than the following:

General Liability Insurance covering all **PREMISES** and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate;

Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma; and

Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

**BAYFA** shall include **CITY**, its officials, representatives, agents and employees as Additional Insured on all required insurance policies. **BAYFA** shall also require its contractors, subcontractors and any third party users to list **CITY** as Additional Insured. **BAYFA** shall arrange for certificates of insurance and endorsements to be submitted to the **CITY'S** Risk Manager for approval prior to allowing any individuals, including but not limited to any contractors or subcontractors, to commence work or engage in any activities under this Agreement.

Such coverage shall not be canceled or materially changed without giving **CITY** at least thirty (30) days prior written notification thereof. The insurers shall have no recourse against **CITY** for payment of any insurance premiums. Any insurance protecting **CITY** against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to **CITY**.

**BAYFA** and its contractors, subcontractors and any third party users shall maintain the required insurance with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma. Such insurance shall not be invalidated by any action or inaction of **BAYFA** and shall insure **CITY** regardless of any breach or violation by **BAYFA** of any warranty, declaration or condition contained in such insurance. Failure of **BAYFA** or its contractors and subcontractors to obtain and maintain any required insurance shall not relieve **BAYFA** from any liability hereunder.

**BAYFA** hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from **CITY** for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. **BAYFA** agrees to give to each insurance company, which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

#### X. DEFAULT

This Agreement shall be subject to termination upon the abandonment of **PREMISES** for a period of thirty (30) days, or upon the failure of **BAYFA** to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that time limits may be extended in the manner and to the extent allowed by **CITY**, where fulfillment of such obligation requires activity over a period of time and **BAYFA** has commenced to perform whatever may be required to cure the default and continues such performance diligently.

The right to terminate this Agreement upon default of **BAYFA** is not exclusive and is in addition to any other rights and remedies provided by law or under this Agreement. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or



agreement herein contained, nor shall failure to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping **CITY** from enforcing the full provisions thereof.

#### XI. TERMINATION

Either party may terminate this Agreement for cause upon giving the other ten (10) days prior written notice. If this Agreement is terminated, **CITY** will be paid for costs incurred up to and including the date of termination, including but not limited to the costs of repairing **PREMISES** to the condition existing at the beginning of this agreement and the costs of storing **BAYFA'S** property at a public warehouse selected by **CITY**. The rights reserved in this section are alternative and in addition to, not in lieu of, any other rights and remedies provided by law or under this Agreement. Termination of this Agreement shall not terminate **BAYFA'S** liability for any losses which have occurred on or prior to that date, regardless of whether notice of the claimed loss has been received by either party.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **BAYFA**. Any attempt to sell, assign, alienate or encumber **PREMISES** or this Agreement shall be cause for immediate termination of this Agreement.

In the event of substantial or total destruction of **PREMISES** from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of **CITY**. In the event that the **PREMISES** are repaired or restored by **BAYFA** at the sole expense of **BAYFA** or at the expense of insurance carriers, this Agreement shall not be terminated.

#### XII. LAWS

This Agreement shall be construed under the laws of the State of Oklahoma; Exclusive Original Jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. **BAYFA** shall conform to and abide by all Federal, State and local laws and regulations regarding the subject of this Agreement. This Agreement is not a waiver of any permit, inspection or other legal requirements, and does not assure approval based upon any circumstances other than compliance with the law.

#### XIII. NOTICES

Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other party's address, or by personal delivery. Service of said notice or demand shall be complete upon receipt of said notice or demand.

#### IVX. ENTIRE AGREEMENT

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

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed sever-

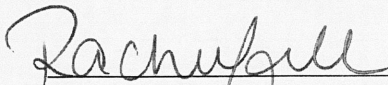
able. The parties shall agree, if reasonably practicable, upon provisions, which are equivalent from an economic point of view to replace any provision, which is determined to be invalid.

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

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

Approved as to Form:

City of Broken Arrow

  
\_\_\_\_\_  
Attorney for City

\_\_\_\_\_  
Michael Spurgeon, City Manager

Attested:

\_\_\_\_\_  
City Clerk / Seal

Date of Execution:

Broken Arrow Youth Football Association, Inc.

  
\_\_\_\_\_  
President Signature

Printed Name:

CHAD LOTT

BAYFL Mailing Address:

1005 S. MAIN ST.

BROKEN ARROW, OK. 74012

State of Oklahoma )

County of Tulsa ) ss.

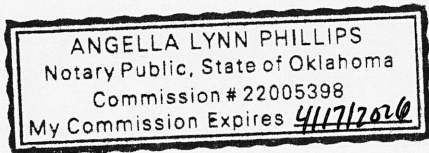
Before me, a Notary Public, on this 20 day of November, 2025  
personally appeared Chad Lott known to me to be the identical  
person and the President of the Broken Arrow Youth Football Association, Inc., who executed the within

and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

4/17/2026

Angella Lynn Phillips  
Notary Public



Broken Arrow Lacrosse Club  
[Signature]  
President Signature

Printed Name: CHAD LOTT

BALC Mailing Address:

1005 S. MAIN ST.  
BROKEN ARROW, OK. 74012

State of Oklahoma       )  
                                      ) ss.  
County of Tulsa        )

Before me, a Notary Public, on this 20 day of November, 2025  
personally appeared Chad Lott known to me to be the identical  
person and the President of the Broken Arrow Youth Lacrosse Club, Inc., who executed the within and  
foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and  
voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

4/17/2026

Angella Lynn Phillips  
Notary Public





#### EXHIBIT A

Resident Fee           \$40.00 per game- This fee includes the \$11.00 per game base fee to be paid to the CITY by BAYFA no later than one month after the spring or fall season.

Non-Resident Fee   \$65.00 per game- This fee includes the \$11.00 per game base fee plus an additional \$13.00 non-resident fee for a total of \$24.00 per game to be paid to the **CITY** by **BAYFA** no later than one month after the spring or fall season.

Non-BAYFA users who will be utilizing the restroom facilities only, the rate for restroom facility usage shall be \$30 for groups of less than 30, \$50 for groups of 30 to 50, \$75 for groups of 50 to 75 and \$100 for groups of 75 or more.



## Broken Arrow Youth Football

1005 S. Main, Broken Arrow, Oklahoma 74012

918-251-1015

### **BROKEN ARROW YOUTH FOOTBALL • NEINHUIS FOOTBALL COMPLEX USE AND RELEASE OF LIABILITY AGREEMENT**

This agreement is entered by and between the Broken Arrow Youth Football Association, hereafter BAYFA, and \_\_\_\_\_ here after user. User acknowledges that BAYFA has been granted permission to manage the use of the Neinhuis Football Complex, hereafter PREMISES, by the City of Broken Arrow, here after CITY.

**BAYFA hereby agrees to allow USER to utilize the PREMISES as detailed below  
for the period of:**

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**Description of PREMISES to be used:**

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Use of football fields is restricted to scrimmages or games officiated by at least one uniformed, registered USSF referee with participation by organized teams registered to a club or school having an affiliation with OSSAA, USSF, USYS, US Club or other recognized sanctioning body. This is to ensure compliance with recognized rules of play, the City of Broken Arrow Recreation Criminal Background Check Policy for Youth Sports Managers and/or Coaches, insurance coverage and the general safety of participants.

BAYFA will provide for opening/closing of area restrooms and the operation of field lighting as necessary. For multigame events concessions will notified and may be opened at the discretion of the concession operator.

USER's Paying Party is defined as the person or entity providing payment for the use of PREMISES.

For organizations (i.e. clubs, schools, community organizations) the Paying Party shall be the organization and the signatory of this agreement must provide written authorization from the organization stating his/hers authority to enter into agreements. **For multigame events a 25% prepayment deposit of user fees must be submitted in advance and payment of the balance of user fees accumulated are due within 30 days of the final event.** Payment shall be in the form of check or credit card presented in person at the BAYFA office at 1005 S. Main Street, Broken Arrow.

For individuals the Paying Party shall provide proof of direct relationship (i.e. immediate family member) to a participant in the scrimmage or game and payment must be made in advance. Payment shall be in the form of cash or credit card presented in person at the BAYFA office at 1005 S. Main Street, Broken Arrow.



For USER's who as organizations are located within, or who as individuals reside within, Broken Arrow city limits; the rate for football field use shall be **\$40 per field, per game** (up to a 2 hour time slot as applicable for the age group). An organization's location shall be determined by its physical address. A utility bill proving residency shall be provided by individuals.

For USER's who are not located or who do not reside within Broken Arrow city limits the rate for football field use shall be **\$65 per field, per game** (up to a 2 hour time slot as applicable for the age group).

No reservations or schedules shall be confirmed until this agreement has been signed and the required prepayment, if applicable, is made in full.

USER is liable for 50% of the prepayment for multigame events if the event is canceled within 14 days of the scheduled event commencement. Balance of prepayment will be refunded via check.

USER agrees not to interfere with others' scheduled utilization of the PREMISES.

USER shall exit the PREMISES no later than the expiration of the scheduled time slot.

BAYFA and the CITY of Broken Arrow retain the right to enter any portion of the PREMISES at any and all times.

USER shall obey all Broken Arrow Parks and Recreation Department rules (as attached). Any violations of these rules may result in the immediate termination of this agreement.

USER agrees to take all reasonable precautions to prevent waste, damage or injury to the PREMISES. USER shall promptly reimburse CITY for the cost of parts and labor for any replacement or repair required on the PREMISES as a result of USER'S activities.

The PREMISES, which is the subject of this Agreement, shall remain the property of the City of Broken Arrow. Such property and any appurtenances thereto cannot be modified or destroyed or altered without the prior, express, written permission of the Parks Director. Neither, may additional appurtenances be built by the USER, without the prior, express, written permission of the Parks Director. Any additions or modifications approved by the City shall become the property of the City upon termination of this agreement unless the City gives express, written permission for the removal of the improvements, in which case, USER shall remove the improvements in a manner approved by the City, and restore remaining City land and improvements to a condition comparable to the condition which existed prior to the removal.

BAYFA and the CITY make no representations or warranties, express or implied, as to the condition of the PREMISES. USER shall inspect the PREMISES immediately prior to and after each use, and shall immediately notify BAYFA of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of USER or the general public, USER shall not allow individuals to utilize the PREMISES until the defective portion of the PREMISES has been repaired or replaced.

After use of the PREMISES, USER shall ensure that all trash/refuse produced during the event is deposited into trash receptacles or dumpsters

As partial consideration for this Agreement, USER agrees to indemnify, defend (at CITY'S option), and hold harmless BAYFA and the CITY, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens judgments, cost, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of USER, USER'S guests, invitees, employees, agents, and volunteers, including but not limited to permitted and non-permitted uses of the PREMISES and any injury or damage that occurs on or about the PREMISES. Only the CITY'S authorized personnel shall move or remove, place or replace position or reposition any of the CITY'S equipment located on or upon the PREMISES.

Without limiting BAYFA'S or the CITY'S right to indemnification, USER shall obtain General Liability Insurance covering all premises and operations including, but not limited to one hundred percent (100%) of the replacement cost of the total values of the leased property, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) aggregate. **USER**



**shall include the BAYFA and the CITY, its officials, representatives, agents and employees as Additional Insured with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma.**

Individuals must comply with the above or provide proof of equivalent coverage as provided for by another individual or organization in the form of an official letter stating such and a copy of the insurance certificate listing the BAYFA and CITY, its officials, representatives, agents and employees as Additional Insured.

**USER shall deliver to BAYFA an insurance certificate confirming the existence of the insurance required by this Agreement three business days prior to the scheduled use. Failure to provide required insurance will result in the cancellation of this Agreement and the forfeiture of USER'S prepayment.**

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

USER shall promptly notify BAYFA and CITY of any serious injuries (all injuries which require medical treatment).

USER understands that there are risks and dangers involved in recreational activities, and agrees, on behalf of USER, USER'S guest, invitees, employees, agents, and volunteers, and their respective family and heirs, to accept these risks knowingly and voluntarily, and waives any and all claims, causes of action, or damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages or other losses or damages, against BAYFA or CITY which may arise out of or in connection with any aspect of USER'S activities under this Agreement. I understand that the BAYFA and CITY will rely on this statement, that the terms of this agreement are contractual in nature, and are specifically designed to protect the BAYFA and CITY.

I HAVE READ, UNDERSTAND AGREE TO THE ABOVE. I HAVE OBTAINED ANY  
LEGAL ADVICE I BELIEVE I MAY NEED PRIOR TO SIGNING THIS DOCUMENT,  
AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.

NAME/TITLE (PRINTED):

SIGNATURE:

\_\_\_\_\_  
\_\_\_\_\_

Accepted by (BAYFA): \_\_\_\_\_

Date:

\_\_\_\_\_

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*BAYFA USE ONLY*

Prepayment Deposit Required (25% of use fees for multi-game events only): **\$100**

Payments Received

<u>Date</u>	<u>Amount</u>	<u>For</u>	<u>Received By</u>
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_____	_____	_____	_____
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# City of Broken Arrow

## Request for Action

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**File #:** 25-1755, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**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 with BUILDING & EARTH to perform additional geotechnical test for SW26050 - Liberty Trail Retaining Wall

**Cost:** 1. \$1,400

**Funding Source:** 1: BAMA

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

**Approved By:** City Manager's Office

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**File #:** 25-1755, **Version:** 1

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**Attachments:** 1: 12082025\_04 Short AE Agreement-Amendment\_SW26050\_Executed

**Recommendation:**  
No Action Required

**AMENDMENT NO. 1  
TO  
CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
DATED: 07/31/2025**

**PROJECT NAME: LIBERTY TRAIL RETAINING WALL  
PROJECT LOCATION: BROKEN ARROW LIBERTY TRAIL RETAINING WALL  
BETWEEN S ASPEN AVE AND S ELM PL, NORTH OF THE CREEK TURN PIKE  
PROJECT NUMBER: SW26050**

**1. Professional Service Provider:**

- a. Name: Building & Earth
- b. Telephone No.: 918.439.9005
- c. Address: 1403 South 70th East Ave., Tulsa, OK 74112

**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 with lump sum payments and the total compensation under this contract is Not to Exceed Ten Thousand Eight Hundred Seventy Five and No/100 (\$10,875.00) 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.

**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:  
Building & Earth

By: Michael Spurgeon  
Michael L. Spurgeon, City Manager

By: [Signature]  
Signature Principal

Date: 12/9/2025

Title: Marco Vicente Silvestre

Attest: Curtis Green  
City Clerk [Seal]



Name:  
Office: Tulsa, OK  
Date: Dec 1, 2025

Date: 12/9/2025

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

Title: Assistant Branch Manager  
Name: Spencer Harris  
Office: Tulsa, OK  
Date: 12/1/2025

Approved as to form:

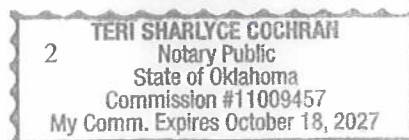
D. Graham Parker 12/9/2025  
Assistant City Attorney

#### VERIFICATIONS

State of Oklahoma )  
County of Logan ) §

Before me, a Notary Public, on this 1<sup>st</sup> day of December 2025, personally appeared Marco Vicente Silvestre, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Principal (Please circle or specify)) of Building & Earth 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

## Request for Action

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**File #: 25-1743, Version: 1**

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**Broken Arrow City Council  
Meeting of: 08-04-2025**

**Title:**

Approval of and authorization to execute the Tyler Technologies quote for Vendor Access

**Background:**

Staff has identified the need to implement Tyler Technologies' Vendor Access module to streamline vendor interactions, reduce manual data entry, and improve the accuracy and efficiency of procurement workflows. Vendor Access provides a secure, self-service portal that allows registered vendors to maintain their profiles, review current and historical transactions, and access key documents such as purchase orders, invoices, contracts, checks, and 1099s.

The module enables online vendor onboarding, electronic submission of invoices and bid proposals, and 24/7 access to procurement information, thereby decreasing staff workload and supporting the City's paper-reduction initiatives. When paired with the Bid Management component, Vendor Access also supports full online bidding, bid tracking, notifications, and enforcement of closing dates and addenda communications.

In addition, Vendor Access includes "punch-out" capabilities that allow City staff to shop directly on participating vendor websites-such as Dell, Staples, or Amazon-through the Requisition application. Items added to the vendor's cart populate directly into a Munis requisition upon checkout, ensuring all purchasing approvals and validations occur within Enterprise ERP and allowing approved purchase orders to be transmitted electronically to the vendor.

Staff recommends approval of the attached quote for implementation of the Vendor Access module. Implementing Vendor Access will streamline procurement operations, improve data accuracy, reduce manual processes, and expand vendor self-service capabilities.

**Cost:** \$12,562

**Funding Source:** General and BAMA Operating Funds

**Requested By:** Cynthia S. Arnold, Finance Director

**Approved By:** City Manager Office

**Attachments:** Tyler Technologies Vendor Access Quote

**Recommendation:**

Approve and authorize execution of the Tyler Technologies quote for Vendor Access.



Quoted By:	Jeremy Shaw
Quote Expiration:	05/24/26
Quote Name:	City of Broken Arrow - ERP - Vendor Access Migration
Quote Description:	VSS to VA
Saas Term	1.00

**Sales Quotation For:**  
 BROKEN ARROW, OK CITY OF  
 220 S 1ST ST  
 BROKEN ARROW OK 74012-4152

**Shipping Address:**

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	1	24	\$ 7,162.00
<b>TOTAL</b>		<b>24</b>	<b>\$ 7,162.00</b>

**Professional Services**

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Remote Implementation	24	\$ 225.00	\$ 0.00	\$ 5,400.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 5,400.00</b>	<b>\$ 0.00</b>

**Summary**

**One Time Fees**

**Recurring Fees**

2025-580248-X2N1Z1

CONFIDENTIAL

Page 1

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 7,162.00
Total Tyler Services	\$ 5,400.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 5,400.00</b>	<b>\$ 7,162.00</b>

Client's purchase of the items listed above is subject to the Comments below

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

### Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.  
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.



Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your rights, and the rights of any of your end users, to use Tyler's Access applications are subject to the Terms of Services, available at <https://www.tylertech.com/terms/tyler-access-applications-migration-terms>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Legacy eProcurement maintenance fees will be voided and any remaining balance credited toward eProcurement (Vendor Access and Punch-Out). eProcurement (Vendor Access and Punch-Out) subscription fee will begin at time of signing, prorated to align with the next maintenance renewal.

Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.



# City of Broken Arrow

## Request for Action

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**File #:** 25-1710, **Version:** 1

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**Broken Arrow City Council  
Meeting of: 12-16-2025**

**Title:**

Approval of and authorization to purchase upgrade of LPR cameras for the police department from Orion Security Solutions, pursuant to Oklahoma Statewide Security Equipment Contract No. 0900000569

**Background:**

Law enforcement agencies throughout the State of Oklahoma are able to purchase equipment at the state contract price, which is advantageous to the political subdivisions by allowing them to make purchases at lower prices. The Police Department purchased thirty-one (31) License Plate Reader cameras (LPRs) in May of this year. The intent was to pay the current LPR service vendor (ELSAG) to process the data. Since this time the camera manufacturer has moved toward providing a full-service Law Enforcement LPR software solution at no recurring cost. This requires the purchase of an upgraded camera at a higher cost; however, the additional purchase cost equals only one year of software maintenance from ELSAG. This generates savings of approximately \$3,600.00 per camera over a seven-year camera life. The police department is seeking to purchase the upgraded cameras to capitalize on significant long-term savings.

The original purchase cost of the original cameras was \$43,393.80. The purchase cost of the upgraded cameras is \$61,806.80. Since we've already paid the \$43,393.80, our expense for the upgrade is \$18,413.00.

Orion Security Solutions state bid for this equipment upgrade is \$18,413.00.

Funds have been appropriated and are available in the Police Department's portion of the Public Safety Sales Tax Fund and the Street Department's portion of Sales Tax Capital Improvement Fund.

**Cost:** \$61,806.80

**Funding Source:** Public Safety Sales Tax Project 2530070

**Requested By:** Lance Arnold, Chief of Police

**Approved By:** City Manager's Office

**Attachments:** Orion Security Systems Quote

**Recommendation:**

Approve of and authorize the purchase upgrade of LPR cameras for the police department from Orion Security Solutions, pursuant to the Oklahoma Statewide Security Equipment Contract #0900000569



# ***Security Proposal 175617***

## ***By Orion Security Solutions***

Date: 11/21/2025

Client: City of Broken Arrow

Client Corporate Address: 220 S 1st St, Broken Arrow, OK, 74012

Project Site: Broken Arrow Police Department

Project Site Address: 1101 North 6th Street, Broken Arrow, OK, 74012

Client Point of Contact: Brandon Tener 918.451.8200 ext.8713

Orion Account Executive: Steven Embrey [sembrey@orionsecuritysolutions.com](mailto:sembrey@orionsecuritysolutions.com)

## ***Scope of Work***

Orion Security Solutions (OSS) proposes to provide the materials listed in the BOM below as a box sale only.

This box sale will be a new order that reflects the requested camera model change associated with **OSS Box Sale Job #16148** and **Proposal #173918**, purchased under **City of Broken Arrow PO #22503367**.

The client has requested to substitute the originally purchased **(31) Hanwha PNO-A9311R** cameras with **(31) Hanwha PNO-A9311RLP** cameras, which include the Road AI analytics.

The original units were already purchased and received by BAPD. To support the client's request, OSS has submitted an RMA through Hanwha and Graybar. Graybar has approved the return and will restock the (31) PNO-A9311R cameras at no additional cost. They will schedule pickup directly from BAPD.

Below, you will see:

- The credit amount based on **OSS Invoice #53596 (dated 6/27/2025)**
- The cost of the upgraded replacement units
- The resulting price difference

Since the original job has been fully paid, OSS will issue a new box sale for the cost difference only—eliminating the need to reopen the original project or process a formal change order.

## PNO-A9311R Model Change to PNO-A9311RLP from Job #16148

EQUIPMENT	MODEL NUMBER	QTY	UNIT PRICE	EXTENDED PRICE
4K Network AI IR Zoom (31x) Bullet Camera	PNO-A9311R	-31.00	\$1,399.80	<del>\$43,393.80</del>
4K, AI IR Zoom (31x), Bullet Camera with Wisenet Road AI	PNO-A9311RLP	31.00	\$1,993.76	\$61,806.80
Taxes	Taxes	1.00	\$0.00	\$0.00
TOTAL				\$18,413.00

The new laws from the federal government may result in tariffs being applied to orders. OSS will make reasonable efforts to stay informed of the tariffs that affect its orders. However, with the rapidly changing laws, OSS is not responsible for unknown tariff costs. This proposal does not include tariff costs other than ones that are explicitly listed. If additional tariffs are applied for an order, then OSS will add the cost to the invoice as a separate line item as an additional cost.

OSS is not responsible for delays outside of its control.

OSS is not responsible for the time and expense of any additional permit or other fees that may be required in the project location.

## ***Warranties***

Manufacturer warranty for the equipment will be passed onto the customer.





## ***Proposal Cost***

The cost for this project is \$18,413.00 plus any additional applicable tariffs. This price is valid for 14 days from the date of this proposal.

Discount Incentive – OSS is offering a 2% discount for invoices paid on NET10 terms.

Any transaction fees or other fees applied as a result of the form of payment, for example, fees charged by a credit card, will be charged back to the customer.

## ***Proposal Acceptance***

To accept the proposal and the terms and conditions (Exhibit 1), please sign below. Upon receipt of the purchase order or down payment, OSS will order the equipment and coordinate the installation with the customer's designated project manager.

The OSS payment schedule is as follows:

- Invoice material upon order

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Authorized Customer Representative

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Date

The person signing this Agreement on behalf of the client listed above in this proposal (Client) individually warrants that he or she has full legal power to execute this Agreement on behalf of the Client for whom he or she is signing, and to bind and obligate the Client with respect to all provisions contained in this Agreement.

## ***Conclusion***

We hope to maintain a lasting business relationship with you and are committed to providing you with excellent products and services. Please contact us with any questions at (888) 674-6608.

Sincerely,

Sean C. Crain  
President/CEO  
Orion Security Solutions

This document and information are confidential and intended for the recipient only. All information regarding Orion Security Solutions is considered confidential and shall be treated as such. It is not permissible for the recipient to disseminate this information to others without written authorization from an officer of OSS. For security license information, visit the about us section of our website [orionsecuritysolutions.com](http://orionsecuritysolutions.com).

## ***EXHIBIT 1: TERMS AND CONDITIONS***

1. This Agreement is formed as a result of the Customer accepting the Proposal provided by Orion Security Solutions for solutions and services for the stated cost specified in the Proposal. For the purposes of this Agreement, Orion Security Solutions (OSS) and any associated sub-contractors are the Vendor. The company and its sub-contractors listed in on the title page (page 2) of this Proposal is the Customer. The Vendor or the Customer may be referred to as a "Party" (or collectively "Parties") in this Agreement.
2. A signed copy of this Proposal constitutes acceptance of this Proposal, the terms and conditions, and the scope of work. Whereas, those signing the Proposal for approval have binding authority on the respective Party to enter into this legal Agreement between the Parties. An acceptance form from the Customer referencing this proposal may be provided if that is the preferred method of acceptance.
3. The Customer has the right to change the scope of work to include additional solutions or services within the Vendor's core competency. Any change to the scope of work can possibly affect the cost or schedule of the project. The Vendor shall not engage in making material changes to the scope of work without a signed change order by an authorized Customer representative. The change order shall stipulate any variances in cost or time.
4. Vendor is responsible for completing the scope of work specified in this Proposal.
5. The Customer agrees to adhere to the following payment terms for all invoices issued by the Vendor. All payments must be made in accordance with the payment methods outlined in the invoice. The Customer may be offered a payment discount which would be explicitly listed on the proposal. If offered, the Customer will be eligible to receive a 2% discount on the total invoice amount if payment is received within 10 days from the invoice date. The discount will be applied only to the total invoice amount excluding any taxes, shipping, tariffs, handling fees, or other additional fees. If the Vendor does not make payment within the 10-day discount period, or if the discount is not offered, the net amount of the invoice is due in full within 30 days from the invoice date. If payment is not received within the 30-day period, the Vendor reserves the right to charge interest on the overdue amount at a rate of 1.5% per month, calculated from the due date until the payment is received in full.
6. Vendor is not responsible for delays outside of its control.
7. The Parties hereto shall be deemed to be independent business entities, and the employees of one shall not be deemed to be employees of the other.
8. This Agreement may not be assigned or otherwise transferred by either Party, in whole or in part, without the express prior written consent of the other Party.
9. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties, except as may be provided for in any resultant contracts agreed to between the Parties.
10. The Parties anticipate that, under this Agreement, it may be necessary for either to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified as such by the disclosing Party at the time of disclosure. Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract effort identified herein and only to those people that have a "need to know." Neither Party shall make any reproduction, disclosure, or use of such proprietary information except as follows:

- a. Such data furnished by a Party may be used by the other Party, if required, in performing its obligation under this Agreement.
- b. Such data may be used in accordance with any written authorization received from the disclosing Party.

The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and neither Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:

- a. If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or has been lawfully received from other sources, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
- b. If, subsequent to the receipt thereof under this Agreement,
  - a. it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, without restriction, or
  - b. it has been lawfully obtained by the Party receiving it from other sources, provided such other source did not receive it due to a breach of this or any other Agreement, or
  - c. if such information otherwise comes within the public knowledge or becomes generally known to the public.

Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by either Party shall be construed as granting to the other Party either expressly, by implication, estoppel, or otherwise, and license under any invention or patent, hereafter owned or controlled by the Party furnishing same. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article shall continue for a period of sixty (60) months from the date of this Agreement. This Article shall be subject to any non-disclosure or other contractual obligations between the Parties.

11. All communications relating to this Agreement shall be directed to the specific person designated to represent each Party. Each of the Parties to this Agreement shall appoint one technical and one contract representative. These appointments shall be kept current during the period of this Agreement. Communications which are not properly directed to the persons designated to represent the Parties shall

- not be binding upon the Parties. The technical and contract representative for the Vendor is Sean Crain, President/CEO. The Customer shall identify their representative(s).
12. The effective term of this Agreement is the duration of the project to complete the scope of work specified in the Proposal.
  13. During the term of this Agreement, both Parties agree to refrain from soliciting or employing staff members in the other Party's current employment. This clause does not apply to former employees who may have physically separated or terminated employment with the other Party.
  14. This Agreement contains the entire Agreement of the Parties and cancels and supersedes any previous understanding or Agreement related to this Agreement, whether written or oral other than Agreements related to the non-disclosure of confidential information. All changes or modifications to this Agreement must be agreed to in writing between the Parties. Should any provision or section of this Agreement be found to be unenforceable for any reason, the remainder of the Agreement will remain in effect.
  15. Personnel supplied by Vendor are not Customer's employees or agents, and Vendor assumes full responsibility for their acts. With respect to such personnel, Vendor shall have sole responsibility for supervision, daily direction and control, wages and salaries, withholding income taxes, social security, workmen's compensation, disability benefits, and the like.
  16. This Agreement shall be governed by and interpreted under the laws of the State of Oklahoma.
  17. Both Parties confirm that the individuals signing this Agreement have binding authority on the respective Party they represent.
  18. Payment for the solutions and services offered by Vendor as related to this Agreement shall be made by Customer according to the terms stipulated in the Proposal or per previous payment arrangements agreed to between the Parties.
  19. If the Customer terminates the Agreement or changes vendor, Customer shall pay Vendor within 5 business days for any work performed, equipment ordered, travel costs, other costs related to the performance of this Agreement, or other project progress made as of the date that written termination notice from Customer is received by Vendor. Vendor will be given a minimum of a 30-day curing period to rectify any specified issues with the work that has been performed prior to the date that the written notice is received by Vendor. Vendor will not be required to refund any payments made in advance to Vendor by the Customer related to this Agreement. If Vendor successfully rectifies any issues deemed to be the cause of the termination notice and Customer still insists on terminating this Agreement, then Customer shall pay Vendor the remaining balance of the project total within 15 days of written termination notice being received by Vendor.
  20. Customer does hereby release, waive, discharge, and covenant not to sue the Vendor and its respective directors, officers, employees, agents, and representatives from any and all actions, claims, or demands that Customer and its employees now have or may have in the future for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of any Customer employee that are the result of a Customer employee's negligent, unlawful, or faulty actions.
  21. Customer agrees to have an authorized representative available upon completion of designated project milestones to inspect and approve the work performed. Customer shall communicate any issues or concerns that would result in the work not being approved during the inspection. If Customer waives the right or refuses to inspect the work performed, then the work will be considered acceptable. Vendor is not responsible for delays caused by Customer not being available to perform inspection or other Customer responsibilities.
  22. Vendor shall provide all tools and equipment needed to perform the scope of work unless the Proposal stipulates that the Customer will be providing some of the needed tools or equipment.
  23. Vendor is not responsible for items that get discontinued by manufacturers, but shall work with Customer to identify an acceptable replacement if an issue with discontinued items arise during the project.
  24. Customer shall provide timely, physical access to Vendor to areas where work will be performed.
  25. The geographic location of the work to be performed will be the designated Customer site(s).
  26. Customer shall promptly notify Vendor if any provided equipment is found to be inoperable or defective. Vendor is not responsible for defective or malfunctioning equipment that is out of warranty, not provided and installed by Vendor, or the result of one of the scenarios detailed below.
    - a. Repair of damage resulting from unauthorized service not recommended by Vendor or the original manufacturer.
    - b. Repair of damage resulting from the Customer or an authorized agent of Customer making changes, adding or removing accessories, attachments or other devices not in accordance with Vendor guidelines or the manufacturer's specifications and/or recommendations.
    - c. Equipment not covered by this Agreement.
    - d. Service to bring any equipment into compliance with any law, rule or regulation of any government authority having jurisdiction or any provision of any applicable insurance policy, or service to correct any health hazard.
    - e. Repair of damage due to neglect or use of equipment for purposes other than that for which it is designed.
    - f. Vandalism by either an employee of Customer or unidentified source.
    - g. Acts of God, including, but not limited to fire, hail, ice, wind, or rain.
    - h. Damage caused by sources outside of the control of Vendor, such as water damage to internal equipment in server closets, improper or lack of environmental control, or other problems caused by operating the equipment outside the parameters specified by the manufacturer.
  27. **MANDATORY ARBITRATION. PLEASE READ THIS SECTION (REFERRED TO AS THE "ARBITRATION PROVISION") CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**
    - a. Application. Upon demand, and except as otherwise provided in the paragraph labeled "Exceptions" below, Customer and Vendor must arbitrate individually any dispute or claim arising from or related to this Agreement including, but not limited

to, claims of a breach of contract, claims based on regulatory law, a claim that a tort was committed, or any claim based on any other legal theory. This requirement to arbitrate applies to any claim regardless of whether the claim is based on events occurring before or after the signing of this Agreement and includes claims based on advertisements, promotions, or oral or written statements related to the account, goods or services that are the subject of this Agreement. Upon demand, the validity, enforceability or scope of this Arbitration Provision or this entire Agreement shall be determined by arbitration.

- b. Starting Arbitration. If Customer or Vendor elects to arbitrate a claim, the electing Party must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, Customer's notice must be sent to 16232 Muirfield Pl, Edmond, OK 73013 and Vendor's notice must be sent to the most recent address for Customer in Vendor's files.
- c. Location of Arbitration and Procedures. Arbitration will be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Oklahoma City, Oklahoma.
- d. Exceptions. Vendor reserves the right not to require Customer to arbitrate: (1) any individual case brought by Vendor in small claims court, so long as it remains an individual case in small claims court; or (2) any claim by Vendor that only involves Vendor's effort to collect money Customer owes Vendor. However, if Customer responds to a collection lawsuit by claiming that Vendor engaged in any wrongdoing, Vendor may require Customer to arbitrate.
- e. Severability. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this Arbitration Provision.



# City of Broken Arrow

## Request for Action

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**File #: 25-1717, Version: 1**

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**Broken Arrow City Council  
Meeting of: 12-16-2025**

**Title:**

Approval of and authorization to execute the Purchase of one (1) Ford Crew Cab F-250 from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Solid Waste and Recycling Department

**Background:**

Funds have been approved for the purchase of one (1) Chevrolet Tahoe for the Solid Waste Division of the Solid Waste & Recycling Department. The department has identified a greater need to replace unit #1338 which is a ¾ ton crew cab 4x4, and would like to utilize those funds for that purpose. This unit is utilized as a Manager's vehicle as well as a medium duty pickup for rural routes during inclement weather, and to pull trailers for event promotions. This acquisition is identified under Project Number 2650010 in Vehicle Replacement Fund portion of the FY2026 budget with \$75,000 allocated for the purchase of a Chevrolet Tahoe. A project budget transfer will be executed to utilize these funds 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) F-250 crew cab service truck from Vance Country Ford in the amount of \$54,116.00 through State Contract SW0035.



**Cost:** \$54116.00

**Funding Source:** 2650010-3295010-570020

**Requested By:** Ryan Baze, Director of Maintenance Services

**Approved By:** City Manager's Office

**Attachments:** SWR Three Quarter Ton Pickup, SW0035 Fully Executed Vance Country Ford contract

**Recommendation:**

Approve and authorize the Purchase of one (1) Ford Crew Cab F-250 from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Solid Waste and Recycling Department

VANCE COUNTRY FORD

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



# QUOTE

DATE	12/2/2025
QUOTE NUMBER	000Q18436
EXPIRATION DATE	
SHIP VIA	Stock Purchase
TERMS	SW0035 - STATE CONTRACT

**SOLD TO:**

City of Broken Arrow

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

**SHIP TO:**

City of Broken Arrow

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

Any Questions? Call 405-282-3800

Colt Weatherby

colt@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
	SW0035	OKLAHOMA STATE CONTRACT		
1	W2B	2026 Ford F-250 Super Duty, Crew Cab 6.5ft bed, SRW	\$46,306.00	\$46,306.00
1	4WD/17X	Four Wheel Drive with Skid Plates	\$3,785.00	\$3,785.00
1	600A	XL Equipment Group	\$0.00	\$0.00
1	96V	XL Chrome Package	\$325.00	\$325.00
1	99A	Engine: 6.8L 2V DEVCT PFI V8 Gas	\$0.00	\$0.00
1	44F	Transmission: 10-Speed Automatic	\$0.00	\$0.00
1	X3E	Axle: Electronic-Locking w/3.73 Ratio	\$430.00	\$430.00
1	512	Spare Tire w/Jack	\$0.00	\$0.00
1	64A	Wheels: 17" Argent Painted Steel	\$0.00	\$0.00
1	TBM	Tires: LT245/75Rx17E All-Terrain	\$165.00	\$165.00
1	43C	120V/400W Outlet (5% OFF MSRP \$175)	\$166.00	\$166.00
1	AS	Interior: Medium Dark Slate VINYL, w/40/20/40 Split Bench Seat	\$0.00	\$0.00
1	Z1	Exterior: Oxford White	\$0.00	\$0.00
		<b>SubTotal</b>		<b>\$51,177.00</b>
1	18B	Black Tubular Step Bars	\$445.00	\$445.00
1	BLNR	Spray-In Bed Liner	\$510.00	\$510.00
1	RNL	Roll n Lock Bed Cover	\$1,984.00	\$1,984.00

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 \$54,116.00

\$0.00

**TOTAL DUE \$54,116.00**

1 of 1



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## 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](http://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](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](mailto: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

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**File #: 25-1668, Version: 1**

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**Broken Arrow City Council  
Meeting of: 12-16-2025**

**Title:**

Approval of the appointment of Ben Buie and Davis Robson to the Broken Arrow Economic Development Corporation (BAEDC) Board of Directors for a term beginning January 1, 2026, and expiring December 31, 2028

**Background:**

In accordance with the Bylaws of the Broken Arrow Economic Development Corporation (BAEDC), Article 2-2 states: There is hereby established a Board of Directors for the Corporation that shall consist of thirteen (13) directors, three of whom shall be representatives of, selected by, and from the following entities: The Broken Arrow City Council, the Broken Arrow Board of Education, and the Broken Arrow Chamber of Commerce Executive Committee. Each entity has the discretion to select its representative and/or their designee and to set the term of service provided the representative complies with the conflict of interest and neutrality provisions set forth in the BAEDC Bylaws. Of the thirteen directors, no two shall be affiliated with the same employer or members of the same immediate family.

The ten appointed members shall be appointed in the following manner:

- a. A Nominating Committee shall be appointed by the Chairman of the Board, made up of five members, three of which shall be representatives of the City of Broken Arrow, the Broken Arrow Public Schools and the Broken Arrow Chamber of Commerce in August. The nomination(s) selected by the Nominating Committee will be presented to the EDC Board for approval by September.
- b. The governing boards shall ratify each nominee. The approved names will be submitted to the Broken Arrow City Council, the Broken Arrow Public Schools Board of Education and the Broken Arrow Chamber of Commerce for ratification before the end of the year.
- c. Each appointed director may cast one (1) vote. The City Manager, BAPS Superintendent, Chamber / EDC President, Economic Development Manager for the City and the Vice President of Economic Development for the Broken Arrow Chamber of Commerce shall serve as non-voting members
- d. Directors must be residents of the city of Broken Arrow. However, exception may be made for up to two (2) directors to be non-residents provided they have a business or other significant interest in the economic growth of Broken Arrow.

Ben Bue is a 4th-generation Broken Arrow graduate. He earned a degree in Economics from Oklahoma State University, where he was a member of the OSU football team and served as Team Captain. Ben is committed to supporting entrepreneurial growth in Broken Arrow and owns two local businesses, CJ Moloney's and

Potbelly's. His background in Economics informs his approach to business development, community investment, and long-term economic planning. Ben has served on the Chamber Board of Directors for seven years, including as Chair in 2024. In his spare time, he is an avid golfer and tennis player.

Davis Robson is Vice President of Development with The Robson Companies. The son of Joe Robson, a developer of Forest Ridge. As a child, he spent many hours out on the development and one of his favorite memories was riding around on all the machinery. At two years old he could've told you the names of all the equipment on any job site.

Davis graduated from OSU with a degree in management and a minor in marketing. Having been around the construction industry his whole life, it was a natural fit when he started his own remodeling company in 2014 specializing in flipping houses. Within two years, he grew the company from a one-man show to running three crews and managing multiple housing inventory. In 2016, he put his company aside when Joe requested his help to finish out the last few neighborhoods in Forest Ridge. He is currently responsible for all new developments and is working with Joe on future expansion plans for Forest Ridge.

He currently sits on the HBA Board of Directors, where he volunteers his time to help grow the home building industry and expand Broken Arrow through economic development.

In his spare time, Davis enjoys spending time with his two children, Whitney and Axel and playing all sports.

**Cost:** N/A

**Funding Source:** None required

**Requested By:** Travis Stephens, Economic Development Manager

**Approved By:** City Manager's Office

**Attachments:** None

**Recommendation:**

Approve the appointment of Ben Buie and Davis Robson to the Broken Arrow Economic Development Corporation for a two-year term.



# City of Broken Arrow

## Request for Action

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**File #: 25-1657, Version: 1**

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**Broken Arrow City Council  
Meeting of: 12-16-2025**

**Title:**

Approval of and authorization to execute Change Order No. 1 with Ira M. Green Construction for the Highland Park Rugby Fields (22501871)

**Background:**

The Highland Park Rugby Field project took an open field that was not maintained and turned it into a parking lot, rugby field with posts, and a sprinkler system. This field will allow for the sport of rugby to grow in Oklahoma.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- Request to extend the contract time due to weather conditions and vendor delays due to sod availability.

**The total cost for Change Order #1 amounts to \$0**

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$0
This Change Order(s):	\$0
Total Cost of Change Orders:	\$0
Original Contract Amount:	\$705,770.00
Revised Contract Amount:	\$705,770.00
Percent Change in Contract:	0%
Applicable to Comp. Bid Act:	0%

**Cost:** \$0

**Funding Source:** 2018 GO Bond

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

**Approved By:** City Manager's Office

**Attachments:** Highland Park Rugby Field Time Change Order



**Recommendation:**

Approve and authorize execution of Change Order #1 with Ira M. Green Construction for the Highland Park Rugby Fields (22501871)

**Contract Change Order # 1**

Project Name: <u>Highland Park Rugby Fields</u>	Project Number: <u>196024</u>
PO Number: <u>22501871</u>	Date of Application: <u>Wednesday, October 29, 2025</u>
Contractor: <u>Ira M. Green Construction</u>	Submitted By: <u>Brent Green / President</u>

**Summary of Change in Scope of Work**

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

- 1)
- 2)

Change in Contractual Project Time:

- 1) **Request to extend contract completion time to October 16, 2025 due to weather conditions and vendor delays due to sod readiness**
- 2)

Plan Sheets or Additional Documents Attached: ☒ Yes ☐ No ☐ Other: \_\_\_\_\_

**Work Order Quantities**

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
						\$ -
						\$ -
						\$ -
Total Change Cost:						\$ -

**Summary of Project Costs**

Total Previous Change Orders:	\$ 0	Original Contract Amount:	\$705,770.00
Current Change Order:	\$ 0	Amended Contract Amount:	\$705,770.00
Total Cost of Change Orders:	\$ 0	Percent Change in Contract:	0%
Total Cost Applicable to CBA:	0	Percent Change Applicable to CBA:	0%

**Change Order Authorization**

Change Order # <u>1</u> in the sum of: \$ <u>-</u> has been reviewed by all parties and is recommended for approval by:	
Contractor Submitting Change Order:	<div style="display: flex; justify-content: space-between;"> <div> <u>Brent Green</u> Name </div> <div> <u>[Signature]</u> Signature </div> <div> <u>10/29/25</u> Date </div> </div>
Construction Division Manager:	<div style="display: flex; justify-content: space-between;"> <div>Nathanael T. Kohl, PE Name</div> <div><u>Nathanael Kohl</u> Signature</div> <div>11/10/2025 Date</div> </div>
Director of Engineering & Construction:	<div style="display: flex; justify-content: space-between;"> <div>Charlie Bright, PE Name</div> <div><u>Charlie Bright</u> Signature</div> <div>11/19/2025 Date</div> </div>
Assistant City Manager - Operations:	<div style="display: flex; justify-content: space-between;"> <div>Kenneth D Schwab, PE Name</div> <div><u>Kenneth Schwab</u> Signature</div> <div>12/1/2025 Date</div> </div>
City Manager:	<div style="display: flex; justify-content: space-between;"> <div>Michael Spurgeon Name</div> <div><u>[Signature]</u> Signature</div> <div> Date</div> </div>

**This Change is Executed Through:**

- ☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.  
or  
☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : \_\_\_\_\_

Ira M. Green Construction  
P.O. Box 813  
Claremore, Oklahoma

10.29.2025

City of Broken Arrow  
Attn: Joe Vardasco  
Engineering and Construction Department  
City of Broken Arrow, Oklahoma

Subject: Explanation of Completion Date Beyond Original Contract Time

Project: Highland Park Rugby Field

Project No.: 196024

Dear Mr. Vardasco,

We respectfully submit this letter to provide clarification regarding the completion of the Highland Park Rugby Field project beyond the original contract completion date of May 1, 2025.

From the Notice to Proceed, our team diligently pursued completion of the work and maintained consistent progress throughout the project. Weather and vendor related issues delayed progress. Persistent and heavy rainfall during April created unsuitable site conditions, delaying these operations.

In May, grading and paving were completed, and the site was ready for sod installation. However, the specified Buffalo Grass was not yet available for harvest. The designated vendor—who is the sole regional supplier capable of providing the specified variety—confirmed that the grass was not ready. We coordinated closely with the vendor to secure the earliest possible delivery, but their production schedule and backlog extended the timeline.

During this period, the City of BA requested that the field be sprayed for weed control before turf installation. Once sprayed, we allowed for a waiting period so as not to damage the sod. Once the turf was laid, the vendor advised—concurred by the City—that watering hoses should not be dragged across the newly installed field until the sod had rooted adequately.

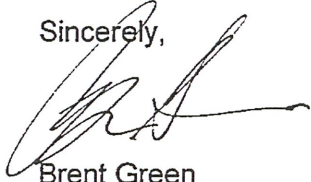
After the infield sod was established, we proceeded with the off-field Buffalo Grass installation once the material became available. Following installation, we maintained watering and mowing for several weeks to ensure proper establishment. During pre-walk-through discussions, the City requested we repair several small areas of stressed

sod, which we promptly replaced.

Throughout the project, we advanced work diligently and efficiently except for delays caused by excessive rainfall, vendor material availability, and other factors beyond the contractor's control.

We appreciate your understanding and the opportunity to complete this project to the City's satisfaction. Please let us know if any additional information or documentation is required.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brent Green', with a stylized flourish at the end.

Brent Green

President

Ira M. Green Construction

## Broken Arrow Rainfall Comparison to Normal 01/01/25 - 10/29/2025

Month	2025 Observed Rainfall (in)	NOAA 30-Year Avg (in)	Difference (in)	% of Normal	Comment
January	1.35	1.76	-0.41	77%	Slightly below normal
February	1.09	1.82	-0.73	60%	Drier than normal
March	2.45	3.35	-0.9	73%	Below normal
April	9.25	4.46	4.79	207%	Extremely wet month – major rainfall
May	8.15	5.69	2.46	143%	Above normal – continued wet conditions
June	13.18	4.61	8.57	286%	Exceptionally wet – flooding potential
July	1.71	3.72	-2.01	46%	Drier than normal
August	7.37	3.43	3.94	215%	Well above normal
September	1	4	-3	25%	Well below normal
October	4.82	3.72	1.1	129%	Slightly above normal





# City of Broken Arrow

## Request for Action

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**File #: 25-1749, Version: 1**

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**Broken Arrow City Council  
12-16-2025**

### **Title:**

Approval of PT-002515-2025|PR-000629-2025 (Conditional Final Plat), Oklahoma IOS Land Company Re-Do, approximately 40.14 acres, 2 Lots, IL (Industrial Light)/PUD-001785-2024, located approximately one-quarter mile west of 23<sup>rd</sup> Street (S. 193<sup>rd</sup> E. Ave/County Line Rd) and north of Houston Street (81<sup>st</sup> Street)

### **Background:**

PT-002515-2025, the conditional final plat for Oklahoma IOS Land Company which proposes to have two (2) lots and two (2) reserve areas on 40.14 acres. This property, which is located approximately one-quarter mile west of 23<sup>rd</sup> Street (S. 193<sup>rd</sup> E. Ave/County Line Rd) and north of Houston Street (81<sup>st</sup> Street), is approved to be rezoned to IL (Industrial Light)/PUD-001785-2024 and is currently in the process of being developed. A conditional final plat for this project was approved by the City Council on November 4, 2025; however, changes on the planned street layout require a new vote on the conditional final plat. There was a scrivener's error in the Planning Commission staff report in that the original plat project number was used. The plat number has been corrected in this staff report.

The primary change is the planned street will now extend to the north and allow through access traffic for a planned development to the north. There will be a roundabout for traffic which is not accessing the development to the north to turnaround. An administrative variance was approved for the length of the street ending in a cul-de-sac to be longer than 550 feet.

Access to this property is primarily from Houston Street to the south. There will also be access for the property to the north which is also in the process of being developed. The west portion is being developed for the outdoor storage and distribution of completed relocatable buildings as approved in the PUD. The east portion does not have a proposed use at this time but will be developed in accordance with the approved PUD.

According to FEMA Maps, none of the property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow.

This item was reviewed by TAC on November 18, 2025, and approved by the Planning Commission (5-0) in their meeting of December 4, 2025. Staff recommended PT-002515-2025|PR-000629-2024, revised conditional final plat for Oklahoma IOS Land Company, be approved subject to the final requirements shown in the engineering plans.

**Cost:** \$0

**Funding Source:** -

**Requested By:** Rocky Henkel, Community Development Director

**Approved By:** City Manager's Office

**Attachments:** Published Planning Commission Staff Report  
Revised Conditional Final Plat and Covenants

**Recommendation:**

Approve PT-002515-2025|PR-000629-2024 per Planning Commission and Staff recommendation.



# City of Broken Arrow

## Request for Action

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**File #:** 25-1689, **Version:** 1

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**Broken Arrow Planning Commission  
12-04-2025**

**To:** Chairman and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of PT-002421-2025|PR-000629-2024, Conditional Final Plat, Oklahoma IOS Land Company Re-Do, approximately 40.14 acres, 2 Lots, IL (Industrial Light)/PUD-001785-2024, located approximately one-quarter mile west of 23<sup>rd</sup> Street (County Line Road) and north of Houston Street (81<sup>st</sup> Street)

**Background:**

**Applicant:** Sisemore & Associates, Inc.

**Owner:** Oklahoma IOS Land Company, LLC

**Developer:** Oklahoma IOS Land Company, LLC

**Engineer:** Sisemore & Associates, Inc.

**Location:** Approximately one-quarter mile west of 23rd Street (County Line Road) and north of Houston Street (81st Street)

**Size of Tract** 40.14 acres

**Number of Lots:** 2

**Zoning:** IL (Industrial Light)/PUD-001785-2024

**Comp Plan:** Level 6 - Regional Employment/Commercial

PT-002421-2025, the conditional final plat for Oklahoma IOS Land Company which proposes to have 2 lots on 40.14 acres. This property, which is located approximately one-quarter mile west of 23rd Street (County Line Road) and north of Houston Street (81st Street), is approved to be rezoned to IL (Industrial Light)/PUD-001785-2024 and is currently in the process of being developed. A conditional final plat for this project has already been before this commission and approved, however changes in the planned street layout require a new vote on the conditional final plat.

The primary change is the planned street will now extend to the north and allow through access for traffic for a planned development to the north. There will be a roundabout for traffic which is not accessing the development to the north to turnaround. An administrative variance was approved for the length of the street ending in a cul-de-sac to be longer than 550 ft.

Access to this property is primarily from Houston Street to the south. There will also be access for the property to the north which is also in the process of being developed. The west portion is being developed for the outdoor storage and distribution of completed relocatable buildings as approved in the PUD. The east portion does not have a proposed use at this time but will be developed in accordance with the approved PUD.

According to FEMA maps, none of the property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow.

**Attachments:** Conditional Final Plat with Comments

**Recommendation:**

Staff recommends PT-002183-2025|PR-000629-2024, Preliminary Plat for Oklahoma IOS Land Company, be approved subject to the attached comments and approved engineering plans.

**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

JAJ





## 265



# City of Broken Arrow

## Request for Action

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**File #:** 25-1739, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**Title:**

Approval of and authorization of Final Acceptance for the public improvements at Antler Falls located at 25900 East 81st Street South

**Background:**

Timber Wolf Excavating, LLC has completed the construction for Antler Falls project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer and storm 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 \$570,682.50

**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 - Antler Falls

**Recommendation:**

Approve and authorize for final acceptance and donation of the public improvements at Antler Falls located at 25900 East 81<sup>st</sup> Street South

## INFRASTRUCTURE INVENTORY

### Antler Falls 25900 East 81st Street South

Prepared By: BAE  
Date:

11/25/2025

Description	Units	Quantity	Unit Price	Extension
<b>SANITARY SEWER</b>				
4' ID Manhole	EA	57	\$3,500.00	\$199,500.00
8" SDR 35 PVC Pipe	LF	9560	\$35.50	\$339,380.00
8x4 Service Tee	EA	149	\$95.00	\$14,155.00
4" Schd 40 Riser	LF	2260	\$3.00	\$6,780.00
Misc Fittings	EA	1	\$1,500.00	\$1,500.00
<b>Total Cost of Sanitary Sewer Improvements =</b>				<b>\$561,315.00</b>
<b>STORM SEWER</b>				
Storm Installation per plans	LS	1	\$9,367.50	\$9,367.50
<b>Total Cost of Storm Sewer Improvements =</b>				<b>\$9,367.50</b>
<b>Total Cost of Constructed Improvements =</b>				<b>\$570,682.50</b>



# City of Broken Arrow

## Request for Action

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**File #:** 25-1736, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**Title:**

Approval of and authorization of Final Acceptance for the public improvements at Creekside at Forest Ridge Phase 2 located at 7200 East Kenosha Street

**Background:**

BR Heavy Construction, LLC has completed the construction for Creekside at Forest Ridge 2 located 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, sanitary sewer, storm sewer, and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of \$1,018,453.00

**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 - Creekside at Forest Ridge Phase 2

**Recommendation:**

Approve and authorize final acceptance and donation of the public improvements at Creekside at Forest Ridge Phase 2 located at 7200 East Kenosha Street

**INFRASTRUCTURE INVENTORY**  
**Creekside at Forest Ridge - Phase 2**  
**7200 East Kenosha Street**

Prepared By: BAE  
Date:

11/18/2025

Description	Units	Quantity	Unit Price	Extension
<b>SANITARY SEWER</b>				
Unclassified Excavation and Backfill	CY	4594	\$4.60	\$21,132.40
Connect To Existing Pipe - 12"	EA	1	\$3,600.00	\$3,600.00
Connect To Existing Pipe - 8"	EA	1	\$2,400.00	\$2,400.00
12" SDR 35 Sewer Pipe	LF	1816	\$46.40	\$84,262.40
8" SDR 35 Sewer Pipe	LF	1664	\$36.00	\$59,904.00
4'-0" I.D. STD Manhole, 6'-0" or Less	EA	20	\$3,680.00	\$73,600.00
4'-0" I.D. STD Manhole, Addtl Depth	LF	53	\$320.00	\$16,960.00
8"x 8"x 4" Service Tee W/ Riser	EA	32	\$460.00	\$14,720.00
12"x12"x4" Service Tee W/ Riser	EA	21	\$808.00	\$16,968.00
Lamphole	EA	2	\$1,840.00	\$3,680.00
Mandrel	LS	1	\$4,000.00	\$4,000.00
<b>Total Cost of Sanitary Sewer Improvements =</b>				<b>\$301,226.80</b>
<b>STORM SEWER</b>				
Unclassified Ex and Backfill	CY	900	\$4.60	\$4,140.00
18" HDPE	LF	67	\$64.40	\$4,314.80
24" HDPE	LF	177	\$71.20	\$12,602.40
30" HDPE	LF	330	\$69.60	\$22,968.00
36" HDPE	LF	174	\$84.00	\$14,616.00
42" HDPE	LF	81	\$88.00	\$7,128.00
4' MH 6" or less	EA	5	\$4,400.00	\$22,000.00
4' MH	LF	15	\$320.00	\$4,800.00
5' MH 6" or less	EA	1	\$4,800.00	\$4,800.00
5' MH	LF	1	\$480.00	\$480.00
6x3 inlet	EA	1	\$6,400.00	\$6,400.00
8x2 inlet	EA	2	\$11,040.00	\$22,080.00
24" RCP End	EA	1	\$2,000.00	\$2,000.00
42" RCP End	EA	1	\$4,400.00	\$4,400.00
18" Rip Rap	TN	25	\$32.00	\$800.00
<b>Total Cost of Storm Sewer Improvements =</b>				<b>\$133,529.20</b>
<b>WATER</b>				
Unclassified Ex and Backfill	CY	1268	\$4.60	\$5,832.80
8" C-900 Class 200 Water Pipe	LF	862	\$52.00	\$44,824.00
6" C-900 Class 200 Water Pipe	LF	722	\$41.60	\$30,035.20
4" C-900 Class 200 Water Pipe	LF	639	\$36.00	\$23,004.00
Fire Hydrant	EA	5	\$5,600.00	\$28,000.00
6"x6"x4" Tee	EA	4	\$504.00	\$2,016.00
8"x6" Reducer	EA	1	\$314.00	\$314.00
8" 90 degree	EA	2	\$440.00	\$880.00
8" 45 degree	EA	4	\$400.00	\$1,600.00
6" 45 degree	EA	8	\$360.00	\$2,880.00
4" 22.5 degree	EA	2	\$320.00	\$640.00
4" 45 degree	EA	8	\$320.00	\$2,560.00
4" casing Sch 40 single	EA	3	\$1,120.00	\$3,360.00
4" casing Sch 40 double	EA	8	\$1,120.00	\$8,960.00
6" connect	EA	1	\$3,200.00	\$3,200.00
8" connect	EA	1	\$4,400.00	\$4,400.00
connections, in place	EA	1	\$3,900.00	\$3,900.00
<b>Total Cost of Water Improvements =</b>				<b>\$166,406.00</b>
<b>PAVING</b>				
Type s3 and s4 Asphalt	SY	6,375	\$35.60	\$226,950.00
8" Stabilized Soil	SY	8,479	\$8.60	\$72,919.40
Method B	SY	8,479	\$1.60	\$13,566.40
Sidewalk	SY	20	\$48.80	\$976.00
Curb (Barrier)	LF	4,735	\$20.00	\$94,700.00
ADA Ramps	EA	8	\$960.00	\$7,680.00
Saw Cut	LF	52	\$9.60	\$499.20
<b>Total Cost of Paving Improvements =</b>				<b>\$417,291.00</b>
<b>Total Cost of Constructed Improvements =</b>				<b>\$1,018,453.00</b>





# City of Broken Arrow

## Request for Action

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**File #: 25-1737, Version: 1**

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**Broken Arrow City Council  
Meeting of: 12-16-2025**

**Title:**

Approval of and authorization of Final Acceptance for the public improvements at Elysian Fields Phase 2 located at East 121st Street and Garnett Road

**Background:**

Green Construction, LLC has completed the construction for Elysian Fields Phase 2 project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer, storm sewer, water and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of \$999,454.60

**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 - Elysian Fields Phase 2

**Recommendation:**

Approve and authorize final acceptance and donation of the public improvements at Elysian Fields Phase 2 located at East 121st Street and Garnett Road

**INFRASTRUCTURE INVENTORY**  
**Elysian Fields Phase 2**  
**East 121st Street & Garnett Road**

Prepared By: BAE  
Date:

11/19/2025

Description	Units	Quantity	Unit Price	Extension
<b>SANITARY SEWER</b>				
8" SDR 35	LF	2171		
4' MH	EA	9		
4' Drop Manhole	EA	1		
8x4 Service Tee	EA	44		
Long Service Tee	EA	5		
<b>Total Cost of Sanitary Sewer Improvements =</b>				<b>\$152,431.25</b>
<b>STORM SEWER</b>				
18" CPP	LF	34		
24" CPP	LF	319		
30" CPP	LF	908		
4' MH	LF	1		
5' MH	EA	6		
4x2 RCI	EA	3		
4x2 RCI w/ MH	EA	2		
6x2 RCI	EA	2		
30" End Section	EA	1		
<b>Total Cost of Storm Sewer Improvements =</b>				<b>\$158,951.00</b>
<b>WATER</b>				
6" C-900	LF	2000		
8" C-900	LF	527		
6" Bend	EA	23		
8" Bend	EA	4		
6" Tee	EA	2		
8" Tee	EA	2		
8" Cap	EA	1		
8"x6" Reducer	EA	2		
6" Gate Valve	EA	4		
8" Gate Valve	EA	4		
6" Solid Sleeve	EA	2		
8" Solid Sleeve	EA	1		
Single Svc Crossing	EA	5		
Double Svc Crossing	EA	10		
Fire Hydrant	EA	5		
<b>Total Cost of Water Improvements =</b>				<b>\$203,870.75</b>
<b>PAVING</b>				
8" Treated Subgrade	SY	8,818		
7.5" Asphalt	SY	7,252		
Valley Gutter	EA	4		
Curb and Gutter	LF	4,698		
ADA Ramp	EA	8		
4' Sidewalk	LF	87		
<b>Total Cost of Paving Improvements =</b>				<b>\$484,201.60</b>
<b>Total Cost of Constructed Improvements =</b>				<b>\$999,454.60</b>



# City of Broken Arrow

## Request for Action

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**File #:** 25-1738, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**Title:**

Approval of and authorization of Final Acceptance for the public improvements at Evergreen Baptist Church Phase 5 located at 5900 West Florence Street

**Background:**

Lowry Construction Service, Inc has completed the construction for Evergreen Baptist Church Phase 5 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 \$90,001.00

**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 - Evergreen Baptist Church Phase 5

**Recommendation:**

Approve and authorize for final acceptance and donation of the public improvements at Evergreen Baptist Church Phase 5 located at 5900 West Florence Street

## INFRASTRUCTURE INVENTORY

### Evergreen Baptist Church - Phase 5 5900 West Florence Street

Prepared By: BAE  
Date:

11/19/2025

Description	Units	Quantity	Unit Price	Extension
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#### WATER

8" C-900 Waterline Extension  
Fire Hydrants

Total Cost of Water Improvements = \$90,001.00

Total Cost of Constructed Improvements = \$90,001.00



# City of Broken Arrow

## Request for Action

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**File #:** 25-1696, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**Title:**

Approval of and authorization of Final Acceptance for the public improvements at McDonalds USA, LLC at Dearborn located at 3755 East Dearborn Street

**Background:**

Morrison Construction Co. Inc. has completed the construction for McDonalds USA, LLC at Dearborn 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 \$16,812.00

**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 - McDonalds USA, LLC at Dearborn

**Recommendation:**

Approve and authorize final acceptance and donation of the public improvements at McDonalds USA, LLC at Dearborn located at 3755 East Dearborn Street



## INFRASTRUCTURE INVENTORY

**McDonalds USA, LLC at Dearborn  
3755 East Dearborn Street**

Prepared By: BAE  
Date:

11/25/2025

Description	Units	Quantity	Unit Price	Extension
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### PAVING

Sidewalks & ADA Ramps

LS

1 \$16,812.00

\$16,812.00

**Total Cost of Paving Improvements =**

\$16,812.00

**Total Cost of Constructed Improvements =**

**\$16,812.00**



# City of Broken Arrow

## Request for Action

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**File #:** 25-1695, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**Title:**

Approval of and authorization of Final Acceptance for the public improvements at South Park Commercial located at 904 West Jasper Street

**Background:**

D&K Concrete LLC has completed the construction for South Park Commercial 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 \$22,500.00

**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 - South Park Commercial

**Recommendation:**

Approve and authorize final acceptance and donation of the public improvements at South Park Commercial located at 904 West Jasper Street

## INFRASTRUCTURE INVENTORY

### South Park Commercial 904 West Jasper Street

Prepared By: BAE  
Date:

11/19/2025

Description	Units	Quantity	Unit Price	Extension
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#### PAVING

Sidewalks and Ramps

LS

1

\$22,500.00

\$22,500.00

**Total Cost of Paving Improvements =**

\$22,500.00

**Total Cost of Constructed Improvements =**

**\$22,500.00**



# City of Broken Arrow

## Request for Action

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**File #:** 25-1697, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**Title:**

Approval of and authorization of Final Acceptance for the public improvements at West Oakland Place Extension located at 500 West Oakland Place

**Background:**

Barnes Construction Solutions, Inc has completed the construction for West Oakland Place Extension project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer, storm sewer, water, and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of \$721,331.00.

**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 - West Oakland Place Extension

**Recommendation:**

Approve and authorize final acceptance and donation of the public improvements at West Oakland Place Extension located at 500 West Oakland Place

## INFRASTRUCTURE INVENTORY

### West Oakland Place Extension 500 West Oakland Place

Prepared By: BAE  
Date:

11/19/2025

Description	Units	Quantity	Unit Price	Extension
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#### SANITARY SEWER

496LF 8" SDR-35 and Manholes

LS 1

**Total Cost of Sanitary Sewer Improvements =**

#### STORM SEWER

Storm Installations along West Oakland

LS 1

Storm Box under West Oakland

LS 1

**Total Cost of Storm Sewer Improvements =**

#### WATER

600LF 8" C900 PVC(including associated fire hydrants, valves, etc.)

LS 1

**Total Cost of Water Improvements =**

#### PAVING

36' Asphalt Modified Commercial Collector

LS 1

Sidewalks

LS 1

Driveways and Curbs

LS 1

**Total Cost of Paving Improvements =**

**Total Cost of Constructed Improvements = \$721,331.00**





# City of Broken Arrow

## Request for Action

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**File #:** 25-1742, **Version:** 1

---

**Broken Arrow City Council**  
**Meeting of: 12/16/2025**

**Title:**

Ratification of the Claims List Check Register Dated December 08, 2025

**Background:**

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from November 22, 2025 through December 08, 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 \$7,418,776.01 for the various funds.

Governmental Funds	\$3,773,067.26
BAMA	\$3,583,404.59
BAEDA	<u>\$ 62,304.16</u>
Total	\$7,418,776.01

A summary by funds and detail are attached.

**Cost:** \$3,773,067.26

**Funding Source:** General Fund and Miscellaneous Funds

**Requested By:** Cynthia S. Arnold, Finance Director

**Approved By:** City Manager's Office

**Attachments:** Check Register dated December 08, 2025

**Recommendation:**...**recommend**

Ratify Claims List Check Register dated 12/08/2025

**City of Broken Arrow**  
**Check Register by Fund**



**RECAP**

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	189,447.86	598
220	BA MUNICIPAL AUTHORITY	3,578,904.59	704
221	BAMA SALES TAX DEBT SERVICE	4,500.00	1
227	CVB-HOTEL MOTEL	3,882.57	33
329	VEHICLE REPLACEMENT FUND	25,385.30	6
330	SALES TAX CAPITAL IMPROVEMENT	79,009.86	19
332	PARK & REC CAP IMPROV	5,540.00	2
342	STREET LIGHT FUND	473.34	5
343	STREET SALES TAX FUND	110,861.92	8
344	PS SALES TAX POLICE	236,740.01	327
345	PS SALES TAX FIRE	124,293.97	170
348	ARPA FUND	482,146.26	2
592	2014 BOND ISSUE	146,723.71	3
593	2018 BOND ISSUE	2,320,201.26	31
660	WORKERS COMPENSATIONS	31,221.99	5
661	GROUP HEALTH AND LIFE	9,242.21	8
882	AGENCY FUND DEPOSITS	7,897.00	10
887	ECONOMIC DEVELOP AUTHORITY	62,304.16	2
Total		7,418,776.01	1,934

City of Broken Arrow  
Check Register by Fund

Page Number 1 of 19

Fund 110

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
11/26/2025	334543	1699 MOMENTUM SERVICES LLC	20089076	20089076 OCT 31, 2025	1101415  530870		2026/5	400.00
			20089100	20089100 NOV 17, 2025	1101415  530870		2026/5	500.00
					<b>Total For Check # 334543</b>			<b>900.00</b>
11/26/2025	334545	999905 OTP - TORT CLAIMS	TRT1737.2026	TRT1737.2026 SURVEYING SERVICES	1101010  550280		2026/5	900.00
					<b>Total For Check # 334545</b>			<b>900.00</b>
11/26/2025	334580	815 STEVEN STAFFORD	CDL 09182025	REIMB OF DIFFERENCE CLASS D TO A	1106000  530110		2026/5	36.00
					<b>Total For Check # 334580</b>			<b>36.00</b>
11/26/2025	334582	1230 TULSA COUNTY	10015324	10015324 NOV 17, 2025	1101010  550360		2026/5	20.00
					<b>Total For Check # 334582</b>			<b>20.00</b>
11/26/2025	334583		10015325	10015325 NOV 17, 2025	1101010  550360		2026/5	80.00
					<b>Total For Check # 334583</b>			<b>80.00</b>
11/26/2025	334587	149 AMERICAN ELECTRIC	624-103-0-9 11122025	FY26 ANNUAL AGREEMENT 951-183-137-	1106001  550250		2026/5	3,339.13
			683-103-0-8 11132025	FY26 ANNUAL AGREEMENT - SINGLES	1106005  550250		2026/5	121.95
			260-576-0-1 11132025	FY26 ANNUAL AGREEMENT - SINGLES	1101700  550250		2026/5	74.78
			183-027-0-0 11122025	FY26 ANNUAL AGREEMENT - SINGLES	1105310  550250		2026/5	83.09
			539-598-0-7 11122025	FY26 ANNUAL AGREEMENT - SINGLES	1101700  550250		2026/5	23.91
			853-893-0-0 11122025	FY26 ANNUAL AGREEMENT - SINGLES	1101700  550250		2026/5	23.81
			386-301-0-0 10202025	FY26 ANNUAL AGREEMENT SINGLES	1106000  550250		2026/5	40.27
			716-079-0-6 11122025	FY26 ANNUAL AGREEMENT SINGLES	1106000  550250		2026/5	43.85
			784-327-0-0 11112025	FY26 ANNUAL AGREEMENT SINGLES	1105310  550250		2026/5	77.72
					<b>Total For Check # 334587</b>			<b>3,828.51</b>
11/26/2025	334590	3840 AMERICAN EXPRESS	OCT 2025 STATEMENT	OCTOBER 2025 STATEMENT-AMEX ONE	1101501  540550		2026/5	200.00
					<b>Total For Check # 334590</b>			<b>200.00</b>
11/26/2025	334596	885 ATWOOD DISTRIBUTING LP	3685	BLANKET PO SAFETY SHOES & MISC	1105300  560230		2026/5	41.88
			3690	BLANKET PO SAFETY SHOES & MISC	1105300  560230		2026/5	32.58
			3682	BLANKET PO SAFETY SHOES & MISC	1105300  560230		2026/5	53.82
			3680	BLANKET PO SAFETY SHOES & MISC	1105300  540200		2026/5	47.76
			3692	BLANKET PO SAFETY SHOES & MISC	1106000  560230		2026/5	3.99
					<b>Total For Check # 334596</b>			<b>180.03</b>
11/26/2025	334599	4674 BOOT BARN INC	INV00531414	BLANKET PO - BOOT BARN	1105300  560100		2026/5	200.00

**City of Broken Arrow**  
**Check Register by Fund**



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Fund 110

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			INV00531417	BLANKET PO - BOOT BARN	1105300  560100		2026/5	200.00
				<b>Total For Check # 334599</b>				<b>400.00</b>
11/26/2025	334606	37 CINTAS CORPORATION	5303211402	BLANKET PO FOR ALL DEPARTMENT	1101800  560230		2026/5	67.90
			5303059302	BLANKET PO FOR ALL DEPARTMENT	1106002  560230		2026/5	61.84
			5303032003	BLANKET PO FOR ALL DEPARTMENT	1106002  560230		2026/5	173.50
			5303032004	BLANKET PO FOR ALL DEPARTMENT	1106002  560230		2026/5	42.99
			530359302	BLANKET PO FOR ALL DEPARTMENT	1106000  560230		2026/5	61.84
				<b>Total For Check # 334606</b>				<b>408.07</b>
11/26/2025	334607	1391 CLEAN THE UNIFORM CO	52156962	52156962	1106005  540310		2026/5	10.15
			52156962	52156962	1101700  540330		2026/5	24.49
			52161419	52161419	1106005  540310		2026/5	10.15
			52161419	52161419	1101700  540330		2026/5	24.49
			52162595	526162595	1106005  540310		2026/5	10.15
			52162595	526162595	1101700  540330		2026/5	9.79
			52162596	52162596	1101700  540330		2026/5	6.08
			52161973	52161973	1106000  540310		2026/5	133.36
			52161973	52161973	1106000  540330		2026/5	0.34
			52161423	52161423	1106000  540310		2026/5	33.04
			52161423	52161423	1106003  540310		2026/5	50.10
			52163069	52163069 11/07/2025	1101415  540310		2026/5	49.84
			52164186	52164186 11/14/2025	1101415  540310		2026/5	49.84
			52164811	52164811 11/19/2025	1101700  540330		2026/5	6.08
			52164193	52164193 11/14/2025	1101800  540330		2026/5	7.84
			52164190	52164190 11/14/2025	1106000  540310		2026/5	136.73
			52164190	52164190 11/14/2025	1106000  540330		2026/5	0.34
			52163700	52163700 11/12/2025	1106000  540310		2026/5	33.04
			52163700	52163700 11/12/2025	1106003  540310		2026/5	50.10
			52164815	52164815 11/19/2025	1106002  540330		2026/5	26.19
				<b>Total For Check # 334607</b>				<b>672.14</b>
11/26/2025	334623	1231 AT&T MOBILITY LLC	19339297X11082025	287319339297X11082025	1101102  550540		2026/5	76.63
			19339297X11082025	287319339297X11082025	1101200  550540		2026/5	261.10
			19339297X11082025	287319339297X11082025	1101700  550540		2026/5	40.04
			19339297X11082025	287319339297X11082025	1106004  550540		2026/5	43.04
			19339297X11082025	287319339297X11082025	1105300  550540		2026/5	379.24
			19339297X11082025	287319339297X11082025	1101200  560240		2026/5	1,065.49

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
				<b>Total For Check #</b>	<b>334623</b>			<b>1,865.54</b>
11/26/2025	334624		32244712X11172025	287332244712X11172025 NOV 9, 2025	1101700  550220		2026/5	43.23
				<b>Total For Check #</b>	<b>334624</b>			<b>43.23</b>
11/26/2025	334630	1256 GEODECA LLC	1909068CL	1909068CL 11/17/2025	1101400  530870		2026/5	275.00
			1909068CM	1909068CM 11/19/2025	1101400  530870		2026/5	275.00
				<b>Total For Check #</b>	<b>334630</b>			<b>550.00</b>
11/26/2025	334638	1206 ID WHOLESALER	INV7669937	PRINTER INK FOR ID MACHINES	1106002  560030		2026/5	198.00
				<b>Total For Check #</b>	<b>334638</b>			<b>198.00</b>
11/26/2025	334640	1582 IMPERIAL LLC	043408108	0434308108 11/18/2025	1101700  550890		2026/5	70.18
				<b>Total For Check #</b>	<b>334640</b>			<b>70.18</b>
11/26/2025	334644	5131 KEVIN BEHE	14914	CITY COUNCIL 07/14/25	1101200  540070		2026/5	0.35
			14914	CITY COUNCIL 07/14/25	1101700  540070		2026/5	1.99
			14914	CITY COUNCIL 07/14/25	1105300  540070		2026/5	0.95
			14914	CITY COUNCIL 07/14/25	1106000  540070		2026/5	1.67
			14914	CITY COUNCIL 07/14/25	1106002  540070		2026/5	1.91
			14914	CITY COUNCIL 07/14/25	1106005  540070		2026/5	0.48
			14913	CITY COUNCIL 07/14/25	1101200  540070		2026/5	0.35
			14913	CITY COUNCIL 07/14/25	1101700  540070		2026/5	1.99
			14913	CITY COUNCIL 07/14/25	1105300  540070		2026/5	0.95
			14913	CITY COUNCIL 07/14/25	1106000  540070		2026/5	1.67
			14913	CITY COUNCIL 07/14/25	1106002  540070		2026/5	1.91
			14913	CITY COUNCIL 07/14/25	1106005  540070		2026/5	0.48
			14915	CITY COUNCIL 07/14/25	1101200  540070		2026/5	0.35
			14915	CITY COUNCIL 07/14/25	1101700  540070		2026/5	1.99
			14915	CITY COUNCIL 07/14/25	1105300  540070		2026/5	0.95
			14915	CITY COUNCIL 07/14/25	1106000  540070		2026/5	1.67
			14915	CITY COUNCIL 07/14/25	1106002  540070		2026/5	1.91
			14915	CITY COUNCIL 07/14/25	1106005  540070		2026/5	0.48
			14919	CITY COUNCIL 07/14/25	1101200  540070		2026/5	0.43
			14919	CITY COUNCIL 07/14/25	1101700  540070		2026/5	2.38
			14919	CITY COUNCIL 07/14/25	1105300  540070		2026/5	1.15
			14919	CITY COUNCIL 07/14/25	1106000  540070		2026/5	2.00
			14919	CITY COUNCIL 07/14/25	1106002  540070		2026/5	2.29

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		NAME	INVOICE	DESCRIPTION			
	14919			CITY COUNCIL 07/14/25	1106005 [540070]	2026/5	0.57
	14918			CITY COUNCIL 07/14/25	1101200 [540070]	2026/5	0.43
	14918			CITY COUNCIL 07/14/25	1101700 [540070]	2026/5	2.38
	14918			CITY COUNCIL 07/14/25	1105300 [540070]	2026/5	1.15
	14918			CITY COUNCIL 07/14/25	1106000 [540070]	2026/5	2.00
	14918			CITY COUNCIL 07/14/25	1106002 [540070]	2026/5	2.29
	14918			CITY COUNCIL 07/14/25	1106005 [540070]	2026/5	0.57
	14917			CITY COUNCIL 07/14/25	1101200 [540070]	2026/5	0.43
	14917			CITY COUNCIL 07/14/25	1101700 [540070]	2026/5	2.38
	14917			CITY COUNCIL 07/14/25	1105300 [540070]	2026/5	1.15
	14917			CITY COUNCIL 07/14/25	1106000 [540070]	2026/5	2.00
	14917			CITY COUNCIL 07/14/25	1106002 [540070]	2026/5	2.29
	14917			CITY COUNCIL 07/14/25	1106005 [540070]	2026/5	0.57
	14916			CITY COUNCIL 07/14/25	1101200 [540070]	2026/5	0.22
	14916			CITY COUNCIL 07/14/25	1101700 [540070]	2026/5	1.19
	14916			CITY COUNCIL 07/14/25	1105300 [540070]	2026/5	0.57
	14916			CITY COUNCIL 07/14/25	1106000 [540070]	2026/5	1.00
	14916			CITY COUNCIL 07/14/25	1106002 [540070]	2026/5	1.14
	14916			CITY COUNCIL 07/14/25	1106005 [540070]	2026/5	0.29
	14912			CITY COUNCIL 07/14/25	1101200 [540070]	2026/5	0.29
	14912			CITY COUNCIL 07/14/25	1101700 [540070]	2026/5	1.59
	14912			CITY COUNCIL 07/14/25	1105300 [540070]	2026/5	0.76
	14912			CITY COUNCIL 07/14/25	1106000 [540070]	2026/5	1.34
	14912			CITY COUNCIL 07/14/25	1106002 [540070]	2026/5	1.53
	14912			CITY COUNCIL 07/14/25	1106005 [540070]	2026/5	0.38
	14920			CITY COUNCIL 07/14/25	1101200 [540070]	2026/5	0.22
	14920			CITY COUNCIL 07/14/25	1101700 [540070]	2026/5	1.19
	14920			CITY COUNCIL 07/14/25	1105300 [540070]	2026/5	0.57
	14920			CITY COUNCIL 07/14/25	1106000 [540070]	2026/5	1.00
	14920			CITY COUNCIL 07/14/25	1106002 [540070]	2026/5	1.14
	14920			CITY COUNCIL 07/14/25	1106005 [540070]	2026/5	0.29
	14921			CITY COUNCIL 07/14/25	1101200 [540070]	2026/5	0.47
	14921			CITY COUNCIL 07/14/25	1101700 [540070]	2026/5	2.58
	14921			CITY COUNCIL 07/14/25	1105300 [540070]	2026/5	1.24
	14921			CITY COUNCIL 07/14/25	1106000 [540070]	2026/5	2.17
	14921			CITY COUNCIL 07/14/25	1106002 [540070]	2026/5	2.48
	14921			CITY COUNCIL 07/14/25	1106005 [540070]	2026/5	0.62
	14924			CITY COUNCIL 07/14/25	1101200 [540070]	2026/5	0.28



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		NAME	INVOICE	DESCRIPTION			
	14924			CITY COUNCIL 07/14/25	1101700  540070	2026/5	1.59
	14924			CITY COUNCIL 07/14/25	1105300  540070	2026/5	0.76
	14924			CITY COUNCIL 07/14/25	1106000  540070	2026/5	1.34
	14924			CITY COUNCIL 07/14/25	1106002  540070	2026/5	1.53
	14924			CITY COUNCIL 07/14/25	1106005  540070	2026/5	0.38
	15043			CITY COUNCIL 07/14/25	1101200  540070	2026/5	0.35
	15043			CITY COUNCIL 07/14/25	1101700  540070	2026/5	1.99
	15043			CITY COUNCIL 07/14/25	1105300  540070	2026/5	0.95
	15043			CITY COUNCIL 07/14/25	1106000  540070	2026/5	1.67
	15043			CITY COUNCIL 07/14/25	1106002  540070	2026/5	1.91
	15043			CITY COUNCIL 07/14/25	1106005  540070	2026/5	0.48
	15060			CITY COUNCIL 07/14/25	1101200  540070	2026/5	0.29
	15060			CITY COUNCIL 07/14/25	1101700  540070	2026/5	1.59
	15060			CITY COUNCIL 07/14/25	1105300  540070	2026/5	0.76
	15060			CITY COUNCIL 07/14/25	1106000  540070	2026/5	1.34
	15060			CITY COUNCIL 07/14/25	1106002  540070	2026/5	1.53
	15060			CITY COUNCIL 07/14/25	1106005  540070	2026/5	0.38
	14931			CITY COUNCIL 07/14/25	1101200  540070	2026/5	0.35
	14931			CITY COUNCIL 07/14/25	1101700  540070	2026/5	1.99
	14931			CITY COUNCIL 07/14/25	1105300  540070	2026/5	0.95
	14931			CITY COUNCIL 07/14/25	1106000  540070	2026/5	1.67
	14931			CITY COUNCIL 07/14/25	1106002  540070	2026/5	1.91
	14931			CITY COUNCIL 07/14/25	1106005  540070	2026/5	0.48
	15062			CITY COUNCIL 07/14/25	1101200  540070	2026/5	0.93
	15062			CITY COUNCIL 07/14/25	1101700  540070	2026/5	5.17
	15062			CITY COUNCIL 07/14/25	1105300  540070	2026/5	2.48
	15062			CITY COUNCIL 07/14/25	1106000  540070	2026/5	4.34
	15062			CITY COUNCIL 07/14/25	1106002  540070	2026/5	4.96
	15062			CITY COUNCIL 07/14/25	1106005  540070	2026/5	1.24
	14930			CITY COUNCIL 07/14/25	1101200  540070	2026/5	0.43
	14930			CITY COUNCIL 07/14/25	1101700  540070	2026/5	2.38
	14930			CITY COUNCIL 07/14/25	1105300  540070	2026/5	1.15
	14930			CITY COUNCIL 07/14/25	1106000  540070	2026/5	2.00
	14930			CITY COUNCIL 07/14/25	1106002  540070	2026/5	2.29
	14930			CITY COUNCIL 07/14/25	1106005  540070	2026/5	0.57
	14929			CITY COUNCIL 07/14/25	1101200  540070	2026/5	0.47
	14929			CITY COUNCIL 07/14/25	1101700  540070	2026/5	2.58
	14929			CITY COUNCIL 07/14/25	1105300  540070	2026/5	1.24

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			14929	CITY COUNCIL 07/14/25	1106000 [540070]		2026/5	2.17
			14929	CITY COUNCIL 07/14/25	1106002 [540070]		2026/5	2.48
			14929	CITY COUNCIL 07/14/25	1106005 [540070]		2026/5	0.62
			14927	CITY COUNCIL 07/14/25	1101200 [540070]		2026/5	0.28
			14927	CITY COUNCIL 07/14/25	1101700 [540070]		2026/5	1.59
			14927	CITY COUNCIL 07/14/25	1105300 [540070]		2026/5	0.76
			14927	CITY COUNCIL 07/14/25	1106000 [540070]		2026/5	1.34
			14927	CITY COUNCIL 07/14/25	1106002 [540070]		2026/5	1.53
			14927	CITY COUNCIL 07/14/25	1106005 [540070]		2026/5	0.38
			14923	CITY COUNCIL 07/14/25	1101200 [540070]		2026/5	0.29
			14923	CITY COUNCIL 07/14/25	1101700 [540070]		2026/5	1.59
			14923	CITY COUNCIL 07/14/25	1105300 [540070]		2026/5	0.76
			14923	CITY COUNCIL 07/14/25	1106000 [540070]		2026/5	1.34
			14923	CITY COUNCIL 07/14/25	1106002 [540070]		2026/5	1.53
			14923	CITY COUNCIL 07/14/25	1106005 [540070]		2026/5	0.38
			14922	CITY COUNCIL 07/14/25	1101200 [540070]		2026/5	0.43
			14922	CITY COUNCIL 07/14/25	1101700 [540070]		2026/5	2.38
			14922	CITY COUNCIL 07/14/25	1105300 [540070]		2026/5	1.15
			14922	CITY COUNCIL 07/14/25	1106000 [540070]		2026/5	2.00
			14922	CITY COUNCIL 07/14/25	1106002 [540070]		2026/5	2.29
			14922	CITY COUNCIL 07/14/25	1106005 [540070]		2026/5	0.57
			15109	CITY COUNCIL 07/14/25	1101200 [540070]		2026/5	0.35
			15109	CITY COUNCIL 07/14/25	1101700 [540070]		2026/5	1.99
			15109	CITY COUNCIL 07/14/25	1105300 [540070]		2026/5	0.95
			15109	CITY COUNCIL 07/14/25	1106000 [540070]		2026/5	1.67
			15109	CITY COUNCIL 07/14/25	1106002 [540070]		2026/5	1.91
			15109	CITY COUNCIL 07/14/25	1106005 [540070]		2026/5	0.48
					<b>Total For Check # 334644</b>			<b>164.69</b>
11/26/2025	334649	131 LOCKE SUPPLY COMPANY	56963967-00	BLANKET PO FOR PLUMBING &	1106000 [560180]		2026/5	134.75
					<b>Total For Check # 334649</b>			<b>134.75</b>
11/26/2025	334650	136 MAGIC REFRIGERATION	22756	22756 11/17/2025	1106004 [540070]		2026/5	140.00
					<b>Total For Check # 334650</b>			<b>140.00</b>
11/26/2025	334651	537 MCAFEE & TAFT	802819	802819 11/07/2025	1101700 [530080]		2026/5	30.00
					<b>Total For Check # 334651</b>			<b>30.00</b>



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		NAME	INVOICE	DESCRIPTION				
11/26/2025	334654	25 NAPA AUTO PARTS	021220	9832	1105300  560210		2026/5	4.81
			021223	9080XL	1105300  560190		2026/5	15.56
			021223	2413	1105300  560190		2026/5	6.34
			021223	1459	1105300  560190		2026/5	8.59
			021223	15W40BULK	1105300  560190		2026/5	32.31
			021223	3759	1105300  560190		2026/5	17.01
			021223	3609	1105300  560190		2026/5	17.56
			021223	9108	1105300  560190		2026/5	57.75
			021223	9109	1105300  560190		2026/5	45.34
			021224	2413	1105300  560200		2026/5	6.34
			021224	7116	1105300  560200		2026/5	10.51
			021224	7084	1105300  560200		2026/5	75.91
			021229	FT9249	1105310  560200		2026/5	82.41
			021231	822384	1106005  560210		2026/5	7.14
			021234	75110	1106005  560210		2026/5	3.72
			021234	122319	1106005  560210		2026/5	-7.14
			021237	9080XL	1106005  560210		2026/5	15.56
			021237	8822	1106005  560210		2026/5	14.98
			021252	388BDM	1105300  560190		2026/5	328.33
			021254	24125	1105310  560200		2026/5	18.92
			021255	8822	1105310  560230		2026/5	14.98
					<b>Total For Check # 334654</b>			<b>776.93</b>
11/26/2025	334656	773 OFMA	2422	2422 09/26/2025	1101410  530850		2026/5	60.00
					<b>Total For Check # 334656</b>			<b>60.00</b>
11/26/2025	334659	98 OKLAHOMA NATURAL GAS CO	110093891 11142025	210105844 1100938 91 NOV 14, 2025	1106001  550240		2026/5	173.23
					<b>Total For Check # 334659</b>			<b>173.23</b>
11/26/2025	334662	5506 THE PEOPLE PERSPECTIVE	1219	1219 11/05/2025	1101102  530870		2026/5	1,500.00
					<b>Total For Check # 334662</b>			<b>1,500.00</b>
11/26/2025	334674	3948 SAVAGE O'DONNELL AFFELDT	45064	45064 NOV 4, 2025	1101700  530080		2026/5	3,802.50
					<b>Total For Check # 334674</b>			<b>3,802.50</b>
11/26/2025	334676	335 SERVICE OKLAHOMA	L1141737176	L1141737176 11/13/2025	1101200  560230		2026/5	69.50
					<b>Total For Check # 334676</b>			<b>69.50</b>

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		NAME	INVOICE	DESCRIPTION				
11/26/2025	334683	3928 SPORT SURFACE	1941	Certified FieldTurf brand synthetic turf repair	1106000  540280		2026/5	3,000.00
				<b>Total For Check # 334683</b>				<b>3,000.00</b>
11/26/2025	334684	1131 SPRING CREEK NURSERY	224686	BLANKET PO FOR NURSERY STOCK	1106000  560700		2026/5	110.00
				<b>Total For Check # 334684</b>				<b>110.00</b>
11/26/2025	334691	1104 TIGER, INC.	1025240209	1025240209 11/18/2025	1106001  550240		2026/5	25.35
				<b>Total For Check # 334691</b>				<b>25.35</b>
11/26/2025	334692	55 TULSA AUTO SPRING	W 50414	UNIT #08108	1105300  540200		2026/5	5,629.17
				<b>Total For Check # 334692</b>				<b>5,629.17</b>
11/26/2025	334693	5572 FOR ALL ENTERTAINMENT LLC	8003	8003 NOV 13, 2025	1101315  550280		2026/5	250.00
			8005	8005 NOV 13, 2025	1101315  550280		2026/5	250.00
				<b>Total For Check # 334693</b>				<b>500.00</b>
11/26/2025	334694	1230 TULSA COUNTY	10015319	10015319 11/17/2025	1101102  550360		2026/5	20.00
				<b>Total For Check # 334694</b>				<b>20.00</b>
11/26/2025	334695		10015318	10015318 11/17/2025	1101102  550360		2026/5	25.00
				<b>Total For Check # 334695</b>				<b>25.00</b>
11/26/2025	334696		10015317	10015317 11/17/2025	1101102  550360		2026/5	40.00
				<b>Total For Check # 334696</b>				<b>40.00</b>
11/26/2025	334697		10015316	1015316 11/17/2025	1101102  550360		2026/5	80.00
				<b>Total For Check # 334697</b>				<b>80.00</b>
11/26/2025	334699	949 TULSA WINNELSON COMPANY	659365 01	BLANKET PO MISC. PLUMBING	1101700  560180		2026/5	13.01
				<b>Total For Check # 334699</b>				<b>13.01</b>
11/26/2025	334701	2487 TYLER TECHNOLOGIES INC	045-538474	045-538474 09/22/2025	1101102  540550		2026/5	24,289.25
			045-543463	045-543463 11/06/2025	1101102  540550		2026/5	900.00
			025-530285	025-530285 09/30/2025	1101800  550550		2026/5	2,250.00
				<b>Total For Check # 334701</b>				<b>27,439.25</b>
11/26/2025	334707	24 WEST THOMSON REUTERS	852755156	852755156 11/01/2025	1101010  560280		2026/5	2,393.52
				<b>Total For Check # 334707</b>				<b>2,393.52</b>

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		NAME	INVOICE	DESCRIPTION					
11/26/2025	334709	1095 WINDSTREAM HOLDINGS II LLC	100755590 11212025	FY26 ANNUAL AGREEMENT	1106002 [550220]			2026/5	43.06
					<b>Total For Check # 334709</b>				<b>43.06</b>
12/04/2025	334710	856 AMERICAN FIDELITY	182412	Payroll Run 1 - Warrant 251121	110 [218420]			2026/5	98.34
			182412	Payroll Run 1 - Warrant 251121	110 [218430]			2026/5	24.26
					<b>Total For Check # 334710</b>				<b>122.60</b>
12/04/2025	334711	4904 AMERITAS LIFE INSURANCE	182418	Payroll Run 1 - Warrant 251121	110 [218240]			2026/5	3,100.72
					<b>Total For Check # 334711</b>				<b>3,100.72</b>
12/04/2025	334713	3260 BRITTANY PACK	PDR 11202025	PER DIEM REQUEST 11202025	1101800 [550030]			2026/6	54.40
					<b>Total For Check # 334713</b>				<b>54.40</b>
12/04/2025	334715	183 CLEET	NOV 2025	NOV 2025	110 [449010]			2026/6	-16.57
					<b>Total For Check # 334715</b>				<b>-16.57</b>
12/04/2025	334716	1319 COMMUNITY CARE EAP	182414	Payroll Run 1 - Warrant 251121	110 [218560]			2026/5	306.24
					<b>Total For Check # 334716</b>				<b>306.24</b>
12/04/2025	334717	1550 GENESIS HEALTH CLUBS	182415	Payroll Run 1 - Warrant 251121	110 [218150]			2026/5	592.94
					<b>Total For Check # 334717</b>				<b>592.94</b>
12/04/2025	334718	159 PRE-PAID LEGAL SERVICES,	182410	Payroll Run 1 - Warrant 251121	110 [218100]			2026/5	533.90
					<b>Total For Check # 334718</b>				<b>533.90</b>
12/04/2025	334719	495 LESIA THOMAS	PDR 11202025	PER DIEM REQUEST 11/20/2025	1101800 [550030]			2026/6	54.40
					<b>Total For Check # 334719</b>				<b>54.40</b>
12/04/2025	334721	4905 METROPOLITAN LIFE	182419	Payroll Run 1 - Warrant 251121	110 [218340]			2026/5	3,390.50
			182419	Payroll Run 1 - Warrant 251121	110 [218480]			2026/5	3,410.12
			182419	Payroll Run 1 - Warrant 251121	110 [218590]			2026/5	1,031.50
					<b>Total For Check # 334721</b>				<b>7,832.12</b>
12/04/2025	334723	835 STATE OF OKLAHOMA	NOV 2025	NOV 2025	110 [449010]			2026/6	-119.96
					<b>Total For Check # 334723</b>				<b>-119.96</b>
12/04/2025	334725	999900 OTP - AR REFUNDS	REC-035643-2025		110 [280300]			2026/6	4.00

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		NAME	INVOICE	DESCRIPTION					
			REC-035643-2025		110	280300		2026/6	0.50
			REC-035643-2025		110	422010		2026/6	68.00
					<b>Total For Check # 334725</b>				<b>72.50</b>
12/04/2025	334733	1987 SURENCY LIFE & HEALTH INS.	182416	Payroll Run 1 - Warrant 251121	110	218460		2026/5	201.50
					<b>Total For Check # 334733</b>				<b>201.50</b>
12/04/2025	334735	1739 WAGONER CO RRWD DISTRICT	3823901 12152025	3823901 OCT 15-NOV 13, 2025 3000 N	1106000	550230		2026/6	16.50
			1126701 12152025	1126701 OCT 15-NOV 13, 2025 21101 E	1106000	550230		2026/6	16.50
			1945001 12152025	1945001 OCT 14-NOV 13, 2025 4000 E	1106000	550230		2026/6	285.54
			1970001 12152025	1970001 OCT 15-NOV 13, 2025 4000 E	1106000	550230		2026/6	2,137.73
					<b>Total For Check # 334735</b>				<b>2,456.27</b>
12/04/2025	334736	1092 WESTLAKE HARDWARE INC	8038656	BLANKET PO FOR MISC ITEMS	1106000	560230		2026/6	14.99
			8038676	BLANKET PO FOR MISC ITEMS	1106000	560230		2026/6	23.98
			8038663	BLANKET PO FOR MISC ITEMS	1106000	560230		2026/6	15.98
					<b>Total For Check # 334736</b>				<b>54.95</b>
12/04/2025	334737	489 ADMIRAL EXPRESS LLC	208666-S	208666-S OCT 2025	1106002	560030		2026/6	114.48
			208632-S	208632-S OCT 2025	1106002	560330		2026/6	123.65
			208614-S	208614-S OCT 2025	1101800	560030		2026/6	61.96
			208481-S	208481-S OCT 2025	1101300	560030		2026/6	89.60
			208613-S	208613-S OCT 2025	1101800	560030		2026/6	155.96
			208742-S	208742-S OCT 2025	1101010	560030		2026/6	295.55
			208486-S	208486-S OCT 2025	1105300	560030		2026/6	112.04
			208503-S	208503-S OCT 2025	1101102	560030		2026/6	155.96
			208704-S	208704-S OCT 2025	1101700	560030		2026/6	25.68
					<b>Total For Check # 334737</b>				<b>1,134.88</b>
12/04/2025	334738	149 AMERICAN ELECTRIC	844-568-0-6 11172025	FY26 ANNUAL AGREEMENT SINGLES	1106000	550250		2026/6	56.32
			913-008-1-1 11172025	FY26 ANNUAL AGREEMENT 953-913-008-	1106000	550250		2026/6	3,526.05
			913-008-1-1 11172025	FY26 ANNUAL AGREEMENT 953-913-008-	1106000	550470		2026/6	4,534.95
			709-847-0-1 11172025	FY26 ANNUAL AGREEMENT SINGLES	1105310	550250		2026/6	29.36
			260-576-0-1 071725CM	CORRECTION	1106005	550250		2026/6	-69.08
			260-576-0-1 071725CR	CORRECTION	1101700	550250		2026/6	69.08
			683-103-0-8 071725CR	CORRECTION	1106005	550250		2026/6	200.81
			393-103-0-6 11182025	FY26 ANNUAL AGREEMENT 959-393-103-	1101315	550250		2026/6	66.23
			393-103-0-6 11182025	FY26 ANNUAL AGREEMENT 959-393-103-	1101700	550250		2026/6	3,094.55



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			663-125-0-3 11182025	FY26 ANNUAL AGREEMENT SINGLES	1106000  550250		2026/6	128.37
			273-541-0-6 11182025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000  550250		2026/6	23.69
			428-947-0-6 11182025	FY26 ANNUAL AGREEMENT SINGLES	1106000  550250		2026/6	24.01
			866-629-0-9 11182025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000  550250		2026/6	23.69
			386-301-0-0 11182025	FY26 ANNUAL AGREEMENT SINGLES	1106000  550250		2026/6	40.27
			189-865-0-8 11182025	FY26 ANNUAL AGREEMENT SINGLES	1106000  550250		2026/6	47.19
			189-865-0-8 09192025	FY26 ANNUAL AGREEMENT SINGLES	1106000  550250		2026/6	43.65
				<b>Total For Check #</b>	<b>334738</b>			<b>11,839.14</b>
12/04/2025	334739	4935 AMAZON.COM SALES INC	16WD-Q4T7-HK9Q	PW Stock	1106000  560230		2026/6	882.40
			134D-HWD7-R649	ITEM: USB C Charger Block 20W, Ocupwei	1101400  560030		2026/6	6.96
			1CL9-3JQV-37YG	ITEM: Moleskine Cahier Journal, Soft	1101400  560030		2026/6	71.94
			1HXC-F4MV-K1XR	ITEM: Safoo Onyx Letter-Size Desktop Tub	1101315  560030		2026/6	39.92
				<b>Total For Check #</b>	<b>334739</b>			<b>1,001.22</b>
12/04/2025	334742	1468 ARLEDGE & ASSOCIATES, P.C.	52446	52446 NOV 21, 2025	1101501  530810		2026/6	24,675.00
				<b>Total For Check #</b>	<b>334742</b>			<b>24,675.00</b>
12/04/2025	334743	885 ATWOOD DISTRIBUTING LP	3696	BLANKET PO SAFETY SHOES & MISC	1105300  560230		2026/6	178.73
			3699	BLANKET PO SAFETY SHOES & MISC	1106000  560200		2026/6	124.98
				<b>Total For Check #</b>	<b>334743</b>			<b>303.71</b>
12/04/2025	334749	2978 BLACK FOREST LTD	79961	2025 Milestone Service Award Pins - Cheryl	1101102  550890		2026/6	2,714.88
				<b>Total For Check #</b>	<b>334749</b>			<b>2,714.88</b>
12/04/2025	334756	37 CINTAS CORPORATION	5304007709	BLANKET PO FOR ALL DEPARTMENT	1106002  560230		2026/6	38.74
			5304809507	BLANKET PO FOR ALL DEPARTMENT	1106002  560230		2026/6	54.51
			5304537516	BLANKET PO FOR ALL DEPARTMENT	1101200  560230		2026/6	46.83
			9348721087	BLANKET PO FOR ALL DEPARTMENT	1101315  540330		2026/6	50.00
			9348721093	BLANKET PO FOR ALL DEPARTMENT	1101102  540330		2026/6	48.41
			5304809504	BLANKET PO FOR ALL DEPARTMENT	1101102  560230		2026/6	89.79
			5304809503	BLANKET PO FOR ALL DEPARTMENT	1101400  560230		2026/6	195.41
			5304809503	BLANKET PO FOR ALL DEPARTMENT	1101700  560230		2026/6	128.13
				<b>Total For Check #</b>	<b>334756</b>			<b>651.82</b>
12/04/2025	334757	996 CITY OF BROKEN ARROW	182413	Payroll Run 1 - Warrant 251121	110  218180		2026/5	423.32
			182413	Payroll Run 1 - Warrant 251121	110  218360		2026/5	3,894.45
				<b>Total For Check #</b>	<b>334757</b>			<b>4,317.77</b>

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12/04/2025	334759	1391 CLEAN THE UNIFORM CO	52165276	52165276 11/21/2025	1106002  540330	2026/6	33.17
			52165275	52165275 11/21/2025	1106000  540310	2026/6	136.73
			52165275	52165275 11/21/2025	1106000  540330	2026/6	0.34
			52164814	52164814 11/19/2025	1106000  540310	2026/6	33.04
			52164814	52164814 11/19/2025	1106003  540310	2026/6	50.10
					<b>Total For Check # 334759</b>		<b>253.38</b>
12/04/2025	334761	5323 COLUMN SOFTWARE PBC	9B37CAF5-0088	9B37CAF5-0088 11/20/2025	1101410  550050	2026/6	165.61
			9B37CAF5-0087	9B37CAF5-0087 11/20/2025	1101410  550050	2026/6	163.92
			9B37CAF5-0089	9B37CAF5-0089 11/20/2025	1101410  550050	2026/6	199.18
			9B37CAF5-0090	9B37CAF5-0090 11/20/2025	1101410  550050	2026/6	322.11
			9B37CAF5-0086	9B37CAF5-0086 10/23/2025	1101410  550050	2026/6	139.97
					<b>Total For Check # 334761</b>		<b>990.79</b>
12/04/2025	334762	882 COX COMMUNICATIONS	076689001 10242025	001 6311 076689001 OCT 24, 2025	1101700  550220	2026/6	598.34
			076689001 10242025	001 6311 076689001 OCT 24, 2025	1105300  550220	2026/6	149.95
			076689001 10242025	001 6311 076689001 OCT 24, 2025	1106002  550220	2026/6	118.99
			076689001 10242025	001 6311 076689001 OCT 24, 2025	1101200  550540	2026/6	361.97
			076689001 10242025	001 6311 076689001 OCT 24, 2025	1101315  550540	2026/6	56.59
			076689001 10242025	001 6311 076689001 OCT 24, 2025	1101700  550540	2026/6	1,467.00
			076689001 10242025	001 6311 076689001 OCT 24, 2025	1105300  550540	2026/6	158.99
			076689001 10242025	001 6311 076689001 OCT 24, 2025	1105310  550540	2026/6	138.99
			076689001 10242025	001 6311 076689001 OCT 24, 2025	1106000  550540	2026/6	704.97
			076689001 10242025	001 6311 076689001 OCT 24, 2025	1106001  550540	2026/6	183.93
			076689001 10242025	001 6311 076689001 OCT 24, 2025	1106002  550540	2026/6	331.98
			076689001 10242025	001 6311 076689001 OCT 24, 2025	1106004  550540	2026/6	355.98
			076689001 10242025	001 6311 076689001 OCT 24, 2025	1106005  550540	2026/6	98.99
					<b>Total For Check # 334762</b>		<b>4,726.67</b>
12/04/2025	334763	1575 CPR OF TULSA	8445	8445 JULY 21, 2025	1106002  540070	2026/6	500.00
					<b>Total For Check # 334763</b>		<b>500.00</b>
12/04/2025	334776	1484 FUN EXPRESS,INC.	74015358601	Gingerbread Houses NPCC	1106002  560330	2026/6	29.94
					<b>Total For Check # 334776</b>		<b>29.94</b>
12/04/2025	334787	5440 HHM FACILITY MANAGEMENT,	169344	CUSTODIAL BID# 25.161	1105300  540070	2026/6	15.04
			169344	CUSTODIAL BID# 25.161	1101700  540280	2026/6	22.18

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			169344	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	36.56
			169345	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	9.03
			169345	CUSTODIAL BID# 25.161	1101700 [540280]	2026/6	13.31
			169345	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	21.94
			169342	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	112.83
			169342	CUSTODIAL BID# 25.161	1101700 [540280]	2026/6	166.33
			169342	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	274.21
			169354	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	67.70
			169354	CUSTODIAL BID# 25.161	1101700 [540280]	2026/6	99.80
			169354	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	164.53
			169355	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	13.35
			169355	CUSTODIAL BID# 25.161	1101700 [540280]	2026/6	19.68
			169355	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	32.45
			169341	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	13.16
			169341	CUSTODIAL BID# 25.161	1101700 [540280]	2026/6	19.41
			169341	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	31.99
			169352	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	52.66
			169352	CUSTODIAL BID# 25.161	1101700 [540280]	2026/6	77.61
			169352	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	127.97
			169353	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	60.18
			169353	CUSTODIAL BID# 25.161	1101700 [540280]	2026/6	88.70
			169353	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	146.25
			169350	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	21.06
			169350	CUSTODIAL BID# 25.161	1101700 [540280]	2026/6	31.05
			169350	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	51.19
			169349	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	36.11
			169349	CUSTODIAL BID# 25.161	1101700 [540280]	2026/6	53.23
			169349	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	87.75
			169351	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	4.89
			169351	CUSTODIAL BID# 25.161	1101700 [540280]	2026/6	7.21
			169351	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	11.88
			169348	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	37.61
			169348	CUSTODIAL BID# 25.161	1101700 [540280]	2026/6	55.45
			169348	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	91.40
			169347	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	47.01
			169347	CUSTODIAL BID# 25.161	1101700 [540280]	2026/6	69.31
			169347	CUSTODIAL BID# 25.161	1106002 [540280]	2026/6	114.26
			169346	CUSTODIAL BID# 25.161	1105300 [540070]	2026/6	186.18

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			169346	CUSTODIAL BID# 25.161	1101700  540280		2026/6	274.45
			169346	CUSTODIAL BID# 25.161	1106002  540280		2026/6	452.45
			169343	CUSTODIAL BID# 25.161	1105300  540070		2026/6	56.42
			169343	CUSTODIAL BID# 25.161	1101700  540280		2026/6	83.15
			169343	CUSTODIAL BID# 25.161	1106002  540280		2026/6	137.11
			169458	CUSTODIAL BID# 25.161	1105300  540070		2026/6	13.35
			169458	CUSTODIAL BID# 25.161	1101700  540280		2026/6	19.68
			169458	CUSTODIAL BID# 25.161	1106002  540280		2026/6	32.45
				<b>Total For Check # 334787</b>				<b>3,661.52</b>
12/04/2025	334788	5576 HIGH FIVE MEDIA GROUP LLC	43369	43369 NOV 7, 2025	1101310  530870		2026/6	3,098.00
				<b>Total For Check # 334788</b>				<b>3,098.00</b>
12/04/2025	334795	1560 JOHNNIE PARKS	DEC 2025	CELL PHONE ALLOWANCE DEC 2025	1101700  550220		2026/6	80.00
				<b>Total For Check # 334795</b>				<b>80.00</b>
12/04/2025	334796	5131 KEVIN BEHE	15146	CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.29
			15146	CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.59
			15146	CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.76
			15146	CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.33
			15146	CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.53
			15146	CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.38
			15159	CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.35
			15159	CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.99
			15159	CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.95
			15159	CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.67
			15159	CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.91
			15159	CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.48
			15279	CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.35
			15279	CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.99
			15279	CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.95
			15279	CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.67
			15279	CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.91
			15279	CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.48
			15260	CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.35
			15260	CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.99
			15260	CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.95
			15260	CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.67

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			15260	CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.91
			15260	CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.48
			15259	CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.34
			15259	CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.99
			15259	CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.95
			15259	CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.67
			15259	CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.91
			15259	CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.48
			15258	CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.29
			15258	CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.59
			15258	CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.76
			15258	CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.33
			15258	CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.53
			15258	CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.38
				<b>Total For Check #</b>	<b>334796</b>			<b>41.15</b>
12/04/2025	334801	614 LIGHTING INC/BROKEN ARROW	S3427643.001	BLANKET PO FOR MISC. LIGHTING	1106000  560180		2026/6	38.88
				<b>Total For Check #</b>	<b>334801</b>			<b>38.88</b>
12/04/2025	334802	131 LOCKE SUPPLY COMPANY	57027876-00	BLANKET PO FOR PLUMBING &	1101700  560230		2026/6	74.99
			57047892-00	BLANKET PO FOR PLUMBING &	1101700  560230		2026/6	12.49
				<b>Total For Check #</b>	<b>334802</b>			<b>87.48</b>
12/04/2025	334806	3574 MIRAMAR TRAFFIC & PARKING	8562	Square Anchors, 25MPH, Stock Blanks	1105315  560360		2026/6	2,347.90
				<b>Total For Check #</b>	<b>334806</b>			<b>2,347.90</b>
12/04/2025	334807	777 MTTA	0000000000086980	0000000000086980 NOV 1, 2025	1101700  540280		2026/6	30,826.20
				<b>Total For Check #</b>	<b>334807</b>			<b>30,826.20</b>
12/04/2025	334809	25 NAPA AUTO PARTS	021410	F244465FLATFACE	1105300  560190		2026/6	1,668.56
			021441	7094629C1	1105300  560200		2026/6	18.76
			21002	89U647	1105300  560190		2026/6	2,633.34
			21006	1013444	1105300  560230		2026/6	176.42
			21011	400107	1105300  560200		2026/6	40.89
			21011	FS20194	1105300  560200		2026/6	103.47
			21011	600515	1105300  560200		2026/6	53.43
			21011	15W40BULK	1105300  560210		2026/6	163.68
			21013	SG03020014	1105300  560200		2026/6	42.80

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		NAME	INVOICE	DESCRIPTION			
			21013	29558329	1105300  560200	2026/6	125.87
			21013	4329012482	1105300  560200	2026/6	118.76
			21013	HDATFBULK	1105300  560210	2026/6	98.42
			21017	388BDM	1105300  560190	2026/6	1,313.32
			21018	220148	1105300  560200	2026/6	48.81
			21018	3935	1105300  560200	2026/6	28.73
			21018	7325	1105300  560200	2026/6	10.34
			21018	550366	1105300  560200	2026/6	78.86
			21018	5234987	1105300  560200	2026/6	55.12
			21018	5095694	1105300  560200	2026/6	38.46
			21018	15W40BULK	1105300  560210	2026/6	3.72
			21030	103183AL	1105300  560200	2026/6	294.44
			21038	5234987	1105300  560200	2026/6	55.12
			21038	595694	1105300  560200	2026/6	38.46
			21147	56864B	1105300  560200	2026/6	593.64
			21147	GD4707QG	1105300  560200	2026/6	318.88
			21147	GD4707QG	1105300  560200	2026/6	120.00
			21148	7502	1101415  560200	2026/6	4.25
			21148	230266	1101415  560200	2026/6	10.91
			21148	9883	1101415  560200	2026/6	12.73
			21148	MTX48H6	1101415  560200	2026/6	234.26
			21148	5W30BULK	1101415  560210	2026/6	33.12
			21152	114988	1106000  560200	2026/6	78.80
			21152	604383	1106000  560200	2026/6	28.22
			21152	781872	1106000  560200	2026/6	16.38
			21152	782474	1106000  560200	2026/6	38.70
			21152	122319	1106000  560210	2026/6	7.14
			21165	F000184	1105300  560190	2026/6	1,098.08
			21169	3800884	1105300  560200	2026/6	118.53
			21188	VH1800141	1105300  560200	2026/6	96.10
			21188		1105300  560200	2026/6	22.41
			021337	7620	1105310  560200	2026/6	6.59
			021337	600255NP	1105310  560200	2026/6	40.89
			021337	600112	1105310  560200	2026/6	50.99
			021337	4579	1105310  560200	2026/6	7.11
			021337	6930	1105310  560200	2026/6	22.76
			021337	15W40BULK	1105310  560210	2026/6	43.08
			021338	789DEF	1105300  560210	2026/6	1,022.12



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				021339	MTP65HD	1101310  560200		2026/6	133.01
				021453	9080XL	1105300  560210		2026/6	15.56
				021453	2413	1105300  560210		2026/6	9.51
				021453	HDRTU1GAL	1105300  560210		2026/6	51.48
				021453	122494	1105300  560210		2026/6	32.22
				021458	JX7Z1A189D	1101700  560200		2026/6	148.66
				021460	7151	1105310  560200		2026/6	15.05
				021460	300458	1105310  560200		2026/6	49.89
				021460	230266	1105310  560200		2026/6	10.91
				021460	200905	1105310  560200		2026/6	20.38
				021460	MTP65HD	1105310  560200		2026/6	273.88
				021460	15W40BULK	1105310  560210		2026/6	46.67
				021468	7051229	1105300  560200		2026/6	0.57
				021468	D5241	1105300  560200		2026/6	62.63
				021468	D5215	1105300  560200		2026/6	179.79
				021470	D5231	1105300  560200		2026/6	107.77
				021261	201057	1105300  560200		2026/6	14.38
				021261	15W40BULK	1105300  560200		2026/6	28.72
				021261	4211	1105300  560200		2026/6	14.22
				021261	600451	1105300  560200		2026/6	29.72
				021261	100454	1105300  560200		2026/6	6.59
				021271	4211	1105300  560200		2026/6	14.22
				021271	600451	1105300  560200		2026/6	29.72
				021271	100454	1105300  560200		2026/6	6.59
				021271	201057	1105300  560200		2026/6	14.38
				021271	15W40BULK	1105300  560210		2026/6	28.72
				021280	511984	1106005  560200		2026/6	189.00
				021306	MTP24	1106000  560200		2026/6	199.61
						<b>Total For Check # 334809</b>			<b>12,969.32</b>
12/04/2025	334810			021407	38H5005	1106000  560200		2026/6	29.62
				021407	T77858	1106000  560200		2026/6	2.04
				021407	51M7047	1106000  560200		2026/6	4.71
				021416	AHDWMPHDC1	1105300  560200		2026/6	7.84
				021416	SW050	1105300  560200		2026/6	3.29
				021416	60221B	1105300  560200		2026/6	20.76
				021418	AHDWMPHDC1	1105300  560200		2026/6	7.84
				021418	SW050	1105300  560200		2026/6	3.29

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		NAME	INVOICE	DESCRIPTION			
	021418		60221B	1105300  560200		2026/6	20.76
	021419		60221B	1105300  560200		2026/6	20.76
	021426		1348	1101700  560200		2026/6	4.25
	021426		5W30BULK	1101700  560210		2026/6	24.84
	021427		809730	1106000  560200		2026/6	47.62
	021430		6403	1105300  560200		2026/6	38.89
	021431		124184	1106000  560210		2026/6	14.28
	021431		112630	1106000  560210		2026/6	23.16
	021434		40094	1101700  560200		2026/6	31.16
	021437		949263	1105300  560200		2026/6	1.60
	021437		M63201Y	1105300  560200		2026/6	48.14
	021437		924203	1105300  560200		2026/6	2.12
	21008		7502	1105300  560200		2026/6	4.25
	21008		5W20BULK	1105300  560210		2026/6	24.16
	21029		5263121	1105300  560200		2026/6	89.96
	21029		5263125	1105300  560200		2026/6	43.54
	21029		220148	1105300  560200		2026/6	-48.81
	21029		3935	1105300  560200		2026/6	-28.73
	21032		HT1250L	1101315  560230		2026/6	11.64
	21032		7709231	1101315  560230		2026/6	20.46
	21035		70124	1105300  560210		2026/6	88.00
	21040		5234987	1105300  560200		2026/6	-55.12
	21040		595694	1105300  560200		2026/6	-38.46
	21041		550365	1105300  560200		2026/6	78.80
	21150		25080944HD	1105300  560200		2026/6	59.52
	21158		2413	1105300  560230		2026/6	38.04
	21160		HDATFBULK	1105300  560210		2026/6	20.72
	021308		7841	1105300  560200		2026/6	86.92
	021322		8227	1106000  560230		2026/6	65.50
	021322		8227	1106000  560230		2026/6	9.00
	021322		8227	1106000  560230		2026/6	-9.00
	021327		513216	1106005  560200		2026/6	57.61
	021444		1013651	1101700  560230		2026/6	74.09
	021467		60211B	1101415  560200		2026/6	10.38
	021467		NPB22	1101415  560200		2026/6	8.12
	021274		24240	1106000  560200		2026/6	24.30
	021276		1372	1106000  560200		2026/6	4.25
	021276		9883	1106000  560200		2026/6	12.73

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				021276	5W20BULK	1106000  560210		2026/6	23.66
				021277	3011	1106000  560200		2026/6	2.26
				021277	708243	1106000  560200		2026/6	17.24
				021277	122319	1106000  560210		2026/6	7.14
				021294	4794133	1105300  560200		2026/6	43.07
				021294	3608960	1105300  560200		2026/6	29.81
				021295	46AW2BULK	1106000  560210		2026/6	39.37
					<b>Total For Check #</b>	<b>334810</b>			<b>1,171.39</b>
12/04/2025	334811			21010	HDRTU1GAL	1105300  560210		2026/6	8.58
				21010	122494	1105300  560210		2026/6	5.37
				21012	2413	1105300  560230		2026/6	6.34
				21014	2413	1105300  560230		2026/6	6.34
				21020	7325	1105300  560200		2026/6	10.34
				21024	501	1106005  560200		2026/6	8.83
				21161	5051206	1105300  560200		2026/6	1.77
				21164	RTU1GAL	1105300  560210		2026/6	17.22
				21170	5F9144	1105300  560200		2026/6	2.08
				21170	3J1907	1105300  560200		2026/6	2.60
				21170	3357585	1105300  560200		2026/6	1.88
				21185	4L430	1105300  560200		2026/6	8.80
				021313	3595915	1106000  560200		2026/6	5.20
				021341	7051229	1105300  560200		2026/6	1.14
				021341	H152	1105300  560200		2026/6	1.49
				021454	07447	1106000  560230		2026/6	5.12
				021469	1013676	1101700  560230		2026/6	14.97
				021472	7051229	1105300  560200		2026/6	1.14
				021472	7051212	1105300  560200		2026/6	2.20
				021259	7C0351	1105300  560190		2026/6	8.92
				021259	2759883	1105300  560190		2026/6	3.06
				021265	PKA0F3	1105300  560230		2026/6	3.64
				021266	PKA0F3	1105300  560210		2026/6	7.28
				021268	2413	1105310  560230		2026/6	6.34
				021272	T77	1106005  560210		2026/6	9.44
				021273	PKA0F3	1105300  560230		2026/6	3.64
				021297	789DEF	1106000  560210		2026/6	11.11
				021301	124315	1106000  560210		2026/6	14.28
					<b>Total For Check #</b>	<b>334811</b>			<b>179.12</b>

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		NAME	INVOICE	DESCRIPTION					
12/04/2025	334815	98 OKLAHOMA NATURAL GAS CO	249790245 11212025	210104103 2497902 45 OCT 22, 2025 400	1106004  550240			2026/6	338.58
					<b>Total For Check # 334815</b>				<b>338.58</b>
12/04/2025	334817	5538 OMNI LIGHTING SALES AND	INV-36925	INV-369250 8/12/2025	1101315  550280			2026/6	1,989.00
					<b>Total For Check # 334817</b>				<b>1,989.00</b>
12/04/2025	334818	4505 ON CALL SERVICES AND	98592	Restrooms for Hops, Bops & Bites	1101400  540280			2026/6	1,606.39
			98592 09142025	Fencing for Hops, Bops & Bites	1101400  530870	2614030		2026/6	1,956.80
					<b>Total For Check # 334818</b>				<b>3,563.19</b>
12/04/2025	334828	602 SANDERS NURSERY	1163219	BLANKET PO FOR NURSERY STOCK	1106000  560700			2026/6	32.00
					<b>Total For Check # 334828</b>				<b>32.00</b>
12/04/2025	334831	834 SOFTWARE HOUSE	B20536040	Network Hardware	1101200  560230			2026/6	347.70
			B20536040	Network Hardware	1101200  560240			2026/6	1,278.24
					<b>Total For Check # 334831</b>				<b>1,625.94</b>
12/04/2025	334833	2144 SITE ONE LANDSCAPE SUPPLY	160735518-001	BLANKET PO FOR IRRIGATION	1106003  560180			2026/6	3.94
			106962395-001	BLANKET PO FOR IRRIGATION	1106000  560700			2026/6	69.76
			160962291-001	BLANKET PO FOR IRRIGATION	1106000  560340			2026/6	22.89
			160767389-001	BLANKET PO FOR IRRIGATION	1106003  560180			2026/6	51.78
			160836755-001	BLANKET PO FOR IRRIGATION	1106000  560230			2026/6	16.25
					<b>Total For Check # 334833</b>				<b>164.62</b>
12/04/2025	334834	3932 SOONER LOCK & KEY INC	118194241	BLANKET PO FOR KEYS	1105300  560230			2026/6	106.08
					<b>Total For Check # 334834</b>				<b>106.08</b>
12/04/2025	334835	1081 SOUTHERN AGRICULTURE	838323	BLANKET PO FOR DOG & CAT FOOD	1106002  560330			2026/6	5.96
			837652	BLANKET PO FOR DOG & CAT FOOD	1106002  560330			2026/6	33.44
					<b>Total For Check # 334835</b>				<b>39.40</b>
12/04/2025	334836	1131 SPRING CREEK NURSERY	225180	BLANKET PO FOR NURSERY STOCK	1106000  560700			2026/6	106.00
			225178	BLANKET PO FOR NURSERY STOCK	1106003  560700			2026/6	75.00
			225181	BLANKET PO FOR NURSERY STOCK	1106003  560700			2026/6	190.00
					<b>Total For Check # 334836</b>				<b>371.00</b>
12/04/2025	334843	1230 TULSA COUNTY	10015331	FINANCE DEPT WINDOW ENVELOPES	1101501  550360			2026/6	99.00

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		NAME	INVOICE	DESCRIPTION				
					<b>Total For Check # 334843</b>			<b>99.00</b>
12/04/2025	334845		10015178	10015178 NOV 17, 2025	1101800  550360		2026/6	98.00
					<b>Total For Check # 334845</b>			<b>98.00</b>
12/04/2025	334846		10015180	10015180 NOV 17, 2025	1101800  550360		2026/6	25.03
					<b>Total For Check # 334846</b>			<b>25.03</b>
12/04/2025	334847		10015181	10015181 NOV 17, 2025	1101800  550360		2026/6	25.16
					<b>Total For Check # 334847</b>			<b>25.16</b>
12/04/2025	334848		10015182	10015182 NOV 17, 2025	1101800  550360		2026/6	49.74
					<b>Total For Check # 334848</b>			<b>49.74</b>
12/04/2025	334849		10015179	10015179 NOV 17, 2025	1101800  550360		2026/6	58.88
					<b>Total For Check # 334849</b>			<b>58.88</b>
12/04/2025	334850		10015183	10015183 NOV 17, 2025	1101800  550360		2026/6	79.25
					<b>Total For Check # 334850</b>			<b>79.25</b>
12/04/2025	334851		10015177	10015177 NOV 17, 2025	1101700  550360		2026/6	25.00
					<b>Total For Check # 334851</b>			<b>25.00</b>
12/04/2025	334852	949 TULSA WINNELSON COMPANY	659725 01	BLANKET PO MISC. PLUMBING	1106000  560180		2026/6	226.22
					<b>Total For Check # 334852</b>			<b>226.22</b>
12/04/2025	334855	4559 TYLER BUSINESS FORMS	INVOICE-107820	W2, 1099, 1095 and Envelopes	1101102  560230		2026/6	348.36
			INVOICE-107820	W2, 1099, 1095 and Envelopes	1101501  560230		2026/6	775.58
					<b>Total For Check # 334855</b>			<b>1,123.94</b>
					<b>Total For Fund 110</b>			<b>189,447.86</b>
					<b>Number of Invoices For Fund 110</b>			<b>598</b>

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
11/26/2025	334644	5131 KEVIN BEHE	14914	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.43
			14913	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.43
			14915	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.43
			14919	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.72
			14918	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.72
			14917	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.72
			14916	CITY COUNCIL 07/14/25	2271700  540070		2026/5	0.86
			14912	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.14
			14920	CITY COUNCIL 07/14/25	2271700  540070		2026/5	0.86
			14921	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.86
			14924	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.15
			15043	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.43
			15060	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.14
			14931	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.43
			15062	CITY COUNCIL 07/14/25	2271700  540070		2026/5	3.72
			14930	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.72
			14929	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.86
			14927	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.15
			14923	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.14
			14922	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.72
			15109	CITY COUNCIL 07/14/25	2271700  540070		2026/5	1.43
				<b>Total For Check #</b>	<b>334644</b>			<b>32.06</b>
12/04/2025	334738	149 AMERICAN ELECTRIC	393-103-0-6 11182025	FY26 ANNUAL AGREEMENT 959-393-103-	2271700  550250		2026/6	66.23
				<b>Total For Check #</b>	<b>334738</b>			<b>66.23</b>
12/04/2025	334739	4935 AMAZON.COM SALES INC	1HXC-F4MV-K1XR	ITEM: Safo Onyx Letter-Size Desktop Tub	2271700  560230		2026/6	40.78
				<b>Total For Check #</b>	<b>334739</b>			<b>40.78</b>
12/04/2025	334758	5360 CLARITY OF PLACE INC	292	CONSULTING SERVICES	2271700  530870		2026/6	583.08
				<b>Total For Check #</b>	<b>334758</b>			<b>583.08</b>
12/04/2025	334762	882 COX COMMUNICATIONS	076689001 10242025	001 6311 076689001 OCT 24, 2025	2271700  550540		2026/6	52.40
				<b>Total For Check #</b>	<b>334762</b>			<b>52.40</b>
12/04/2025	334796	5131 KEVIN BEHE	15146	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.15
			15159	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.43
			15279	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.43



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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			15260	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.43
			15259	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.43
			15258	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.15
					<b>Total For Check # 334796</b>			<b>8.02</b>
12/04/2025	334816	419 OKLAHOMA TRAVEL INDUSTRY	28779	28779 NOV 22, 2025	2271700  530850		2026/6	2,900.00
					<b>Total For Check # 334816</b>			<b>2,900.00</b>
12/04/2025	334827	5395 SAN JUANITA I URIA	205961	205961 NOV 19, 2025	2271700  550280		2026/6	200.00
					<b>Total For Check # 334827</b>			<b>200.00</b>
					<b>Total For Fund 227</b>			<b>3,882.57</b>
					<b>Number of Invoices For Fund 227</b>			<b>33</b>

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
11/26/2025	334594	592 APPLIED CONCEPTS INC	467279	Radar Mounting Kit for New PD BMW	3293001  570020	2630060	2026/5	622.30
					<b>Total For Check # 334594</b>			<b>622.30</b>
11/26/2025	334667	5439 RIGID EMERGENCY VEHICLES	20	Fire Marshal Sharp Truck set up	3293504  570020	2635010	2026/5	15,182.00
					<b>Total For Check # 334667</b>			<b>15,182.00</b>
11/26/2025	334686	4620 STOP STICK	0040311-IN	Stop Sticks for FY26 Patrol Cars	3293001  570020	2630010	2026/5	3,633.00
			0040311-IN	Stop Sticks for FY26 Patrol Cars	3293001  570020	2630020	2026/5	4,152.00
			0040311-IN	Stop Sticks for FY26 Patrol Cars	3293001  570020	2630030	2026/5	1,038.00
			0040311-IN	Stop Sticks for FY26 Patrol Cars	3293001  570020	2630290	2026/5	758.00
					<b>Total For Check # 334686</b>			<b>9,581.00</b>
					<b>Total For Fund 329</b>			<b>25,385.30</b>
					<b>Number of Invoices For Fund 329</b>			<b>6</b>

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Fund 330

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
11/26/2025	334613	2449 DAVIS SUPPLY CO	0023148456-003	HOLLEDGAR914 9'x 14" LED garland 100	3306000  570170	2660210	2026/5	352.00
			0023857024-001	C9 LED SMD Faceted Warm White Bulb	3306000  570170	2660210	2026/5	400.00
					<b>Total For Check # 334613</b>			<b>752.00</b>
11/26/2025	334636	2840 HAPPY PLAYGROUNDS	3431	B6WBCLASSCASINO 6' Bench with	3306000  570040	2660120	2026/5	4,815.00
					<b>Total For Check # 334636</b>			<b>4,815.00</b>
11/26/2025	334648	1546 LINE-X OF TULSA, INC	25111802	UNIT 2583	3305300  570020	2653130	2026/5	699.00
					<b>Total For Check # 334648</b>			<b>699.00</b>
11/26/2025	334679	1586 PETER GERNER	5657	INV# 5657 10/21/2025	3303501  570020	2535020	2026/5	2,590.00
					<b>Total For Check # 334679</b>			<b>2,590.00</b>
11/26/2025	334682	2958 SPEEDLINER TRUCK	10331	BAK Flip MX-4 2016 Ram 1500 Crew 5.7	3303504  570040	2635210	2026/5	1,150.00
					<b>Total For Check # 334682</b>			<b>1,150.00</b>
12/04/2025	334739	4935 AMAZON.COM SALES INC	1RM9-6P1T-KMLG	ITEM: TTCR-II Compatible with Ram Bed	3303504  570040	2635210	2026/6	16.99
					<b>Total For Check # 334739</b>			<b>16.99</b>
12/04/2025	334761	5323 COLUMN SOFTWARE PBC	B6BD5005-0261	B6BD5005-0261 NOV 2025	3301700  570160	2617130	2026/6	111.11
					<b>Total For Check # 334761</b>			<b>111.11</b>
12/04/2025	334770	5188 ELLIS DOUGHTY, INC.	50895	HIGHLAND PARK entry sign	3306000  570150	2460210	2026/6	2,200.00
					<b>Total For Check # 334770</b>			<b>2,200.00</b>
12/04/2025	334779	1256 GEODECA LLC	2510086	2510086 NOV 17, 2025	3303501  570150	2635020	2026/6	2,350.00
					<b>Total For Check # 334779</b>			<b>2,350.00</b>
12/04/2025	334783	4342 GRAND TRUCK EQUIPMENT CO	250400	SnowEx model VSS-3000 electric liquid	3306000  570030	2660080	2026/6	9,313.00
					<b>Total For Check # 334783</b>			<b>9,313.00</b>
12/04/2025	334809	25 NAPA AUTO PARTS	021436	4469712IM	3305300  570020	2653130	2026/6	297.00
					<b>Total For Check # 334809</b>			<b>297.00</b>
12/04/2025	334810		21034	XTAUTO	3305300  570020	2653130	2026/6	44.42
					<b>Total For Check # 334810</b>			<b>44.42</b>
12/04/2025	334811		20999	238197	3305300  570020	2653130	2026/6	8.71

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Fund 330

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			21004	61429	3305300  570020	2653130	2026/6	8.44
					<b>Total For Check # 334811</b>			<b>17.15</b>
12/04/2025	334840	1266 TIGER WINDOW TINTING	INV-1442	UNIT # 2583 - BRIAN GAYNOR	3305300  570020	2653130	2026/6	82.80
					<b>Total For Check # 334840</b>			<b>82.80</b>
12/04/2025	334841	4710 TOOLE DESIGN GROUP, LLC	MCI.00103_18	Contract Approved by City Council on	3301410  570170	2214080	2026/6	21,772.87
					<b>Total For Check # 334841</b>			<b>21,772.87</b>
12/04/2025	334842	1089 TRANE COMPANY	315722334	CITY COUNCIL APPROVED 02/25/25	3301700  570170	2517020	2026/6	30,565.00
					<b>Total For Check # 334842</b>			<b>30,565.00</b>
12/04/2025	334857	591 UNION PACIFIC RAILROAD	90150694	Union Pacific Railroad	3305300  570160	ST23290	2026/6	2,233.52
					<b>Total For Check # 334857</b>			<b>2,233.52</b>
					<b>Total For Fund 330</b>			<b>79,009.86</b>
					<b>Number of Invoices For Fund 330</b>			<b>19</b>

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
11/26/2025	334636	2840 HAPPY PLAYGROUNDS	3431	B6WBCLASSCASINO 6' Bench with	3326000  570170	PKDONA	2026/5	4,815.00
					Total For Check #	334636		4,815.00
11/26/2025	334684	1131 SPRING CREEK NURSERY	224686	BLANKET PO FOR NURSERY STOCK	3326000  570170	PKDONA	2026/5	725.00
					Total For Check #	334684		725.00
					Total For Fund	332		5,540.00
					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				
11/26/2025	334587	149 AMERICAN ELECTRIC	343-742-0-7 11142025	FY26 ANNUAL AGREEMENT - SINGLES	3425300  550250		2026/5	61.77
					<b>Total For Check # 334587</b>			<b>61.77</b>
11/26/2025	334623	1231 AT&T MOBILITY LLC	19339297X11082025	287319339297X11082025	3425300  550540		2026/5	40.04
					<b>Total For Check # 334623</b>			<b>40.04</b>
12/04/2025	334738	149 AMERICAN ELECTRIC	662-793-0-3 11172025	FY26 ANNUAL AGREEMENT SINGLES	3425300  550250		2026/6	164.14
			913-008-1-1 11172025	FY26 ANNUAL AGREEMENT 953-913-008-	3425300  550250		2026/6	151.28
			502-247-0-5 11182025	FY26 ANNUAL AGREEMENT - SINGLES	3425300  550250		2026/6	56.11
					<b>Total For Check # 334738</b>			<b>371.53</b>
					<b>Total For Fund 342</b>			<b>473.34</b>
					<b>Number of Invoices For Fund 342</b>			<b>5</b>





CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
11/26/2025	334585	1360 A & A ASPHALT INC.	4729	4729 10/15/2025	3435300  570150	ST26040	2026/5	13,290.00
					<b>Total For Check # 334585</b>			<b>13,290.00</b>
11/26/2025	334593	4846 APAC-CENTRAL, INC.	7002357550	BLANKET PO FOR ASPHALT (PRIMARY	3435300  570150	ST24270	2026/5	13,814.82
					<b>Total For Check # 334593</b>			<b>13,814.82</b>
11/26/2025	334677	81 SHERWIN WILLIAMS CO	08005205871025	Tips and circle clips for paint machine	3435300  570150	ST26150	2026/5	518.54
					<b>Total For Check # 334677</b>			<b>518.54</b>
11/26/2025	334705	1427 WALTER P MOORE &	C122506001	Professional Consultant Agreement - Prj	3435300  570160	ST23040	2026/5	30,675.58
					<b>Total For Check # 334705</b>			<b>30,675.58</b>
12/04/2025	334743	885 ATWOOD DISTRIBUTING LP	3700	BLANKET PO SAFETY SHOES & MISC	3435300  570150	ST26150	2026/6	37.98
					<b>Total For Check # 334743</b>			<b>37.98</b>
12/04/2025	334792	115 INCOG	226598	ST24260 Safe Streets	3435300  570160	ST24260	2026/6	38,095.00
					<b>Total For Check # 334792</b>			<b>38,095.00</b>
12/04/2025	334805	3480 MARQUARDT ENGINEERING	PA 7 ST2005	Concrete Panel Replacement Residential	3435300  570160	ST2005	2026/6	7,125.00
					<b>Total For Check # 334805</b>			<b>7,125.00</b>
12/04/2025	334822	320 POE AND ASSOCIATES	15805	SW25120 Hemlock Culvert	3435300  570160	SW25120	2026/6	7,305.00
					<b>Total For Check # 334822</b>			<b>7,305.00</b>
<b>Total For Fund 343</b>								<b>110,861.92</b>
<b>Number of Invoices For Fund 343</b>								<b>8</b>

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
11/26/2025	334541	741 JAMIE DUFRIEND	PDR 12072025	PER DIEM 2025 JAIL ADM ACADEMY 12-7-	3443008  550030		2026/5	272.00
					<b>Total For Check # 334541</b>			<b>272.00</b>
11/26/2025	334581	675 TANYA DAUER	EMP 11182025	REIMB FOR PURCHAS OF DONUTS	3443001  550890		2026/5	54.03
					<b>Total For Check # 334581</b>			<b>54.03</b>
11/26/2025	334584	1335 911 CUSTOM	62263	62263	3443001  560200		2026/5	213.30
					<b>Total For Check # 334584</b>			<b>213.30</b>
11/26/2025	334587	149 AMERICAN ELECTRIC	086-363-1-7 11122025	FY26 ANNUAL AGREEMENT - SINGLES	3443001  550250		2026/5	28.94
					<b>Total For Check # 334587</b>			<b>28.94</b>
11/26/2025	334606	37 CINTAS CORPORATION	5303211403	BLANKET PO FOR ALL DEPARTMENT	3443008  560230		2026/5	149.80
					<b>Total For Check # 334606</b>			<b>149.80</b>
11/26/2025	334622	64 FEDERAL EXPRESS	8143526786	OCT 27- NOV 04, 2025 SHIPPING	3443001  550390		2026/5	1,727.22
					<b>Total For Check # 334622</b>			<b>1,727.22</b>
11/26/2025	334623	1231 AT&T MOBILITY LLC	19339297X11082025	287319339297X11082025	3443001  550220		2026/5	240.24
			19339297X11082025	287319339297X11082025	3443001  550540		2026/5	9,411.52
					<b>Total For Check # 334623</b>			<b>9,651.76</b>
11/26/2025	334635	685 GT DISTRIBUTORS INC	INV1066178	Pistol weapon light order	3443001  560240		2026/5	3,458.16
			INV1065794	Rifle magazine order	3443001  560320		2026/5	582.60
					<b>Total For Check # 334635</b>			<b>4,040.76</b>
11/26/2025	334644	5131 KEVIN BEHE	14914	CITY COUNCIL 07/14/25	3443001  540070		2026/5	3.70
			14914	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.24
			14913	CITY COUNCIL 07/14/25	3443001  540070		2026/5	3.70
			14913	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.24
			14915	CITY COUNCIL 07/14/25	3443001  540070		2026/5	3.70
			14915	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.24
			14919	CITY COUNCIL 07/14/25	3443001  540070		2026/5	4.43
			14919	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.29
			14918	CITY COUNCIL 07/14/25	3443001  540070		2026/5	4.43
			14918	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.29
			14917	CITY COUNCIL 07/14/25	3443001  540070		2026/5	4.43
			14917	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.29

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14916	CITY COUNCIL 07/14/25	3443001  540070		2026/5	2.22
				14916	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.14
				14912	CITY COUNCIL 07/14/25	3443001  540070		2026/5	2.96
				14912	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.19
				14920	CITY COUNCIL 07/14/25	3443001  540070		2026/5	2.22
				14920	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.14
				14921	CITY COUNCIL 07/14/25	3443001  540070		2026/5	4.80
				14921	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.31
				14924	CITY COUNCIL 07/14/25	3443001  540070		2026/5	2.96
				14924	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.19
				15043	CITY COUNCIL 07/14/25	3443001  540070		2026/5	3.70
				15043	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.24
				15060	CITY COUNCIL 07/14/25	3443001  540070		2026/5	2.96
				15060	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.19
				14931	CITY COUNCIL 07/14/25	3443001  540070		2026/5	3.70
				14931	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.24
				15062	CITY COUNCIL 07/14/25	3443001  540070		2026/5	9.61
				15062	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.62
				14930	CITY COUNCIL 07/14/25	3443001  540070		2026/5	4.43
				14930	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.29
				14929	CITY COUNCIL 07/14/25	3443001  540070		2026/5	4.80
				14929	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.31
				14927	CITY COUNCIL 07/14/25	3443001  540070		2026/5	2.96
				14927	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.19
				14923	CITY COUNCIL 07/14/25	3443001  540070		2026/5	2.96
				14923	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.19
				14922	CITY COUNCIL 07/14/25	3443001  540070		2026/5	4.43
				14922	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.29
				15109	CITY COUNCIL 07/14/25	3443001  540070		2026/5	3.70
				15109	CITY COUNCIL 07/14/25	3443009  540070		2026/5	0.24
						<b>Total For Check # 334644</b>			<b>88.16</b>
11/26/2025	334654	25 NAPA AUTO PARTS		021221	20811	3443001  560200		2026/5	23.61
				021221	115	3443001  560200		2026/5	14.44
				021221	0W20BULK	3443001  560200		2026/5	28.64
				021221	100255	3443001  560200		2026/5	4.25
				021221	4211	3443001  560200		2026/5	14.22
				021221	200942	3443001  560200		2026/5	15.75

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CHECK DATE	CHECK #	VENDOR				PROJECT		
			NAME	INVOICE	DESCRIPTION	G/L NUMBER	YEAR/PERIOD	AMOUNT
				021228	MTP48H6	3443001  560210	2026/5	142.80
				021230	RTU1EXT	3443001  560200	2026/5	8.61
				021230	2413	3443001  560200	2026/5	6.34
				021230	20811	3443001  560200	2026/5	23.61
				021230	115	3443001  560200	2026/5	14.44
				021230	5W20BULK	3443001  560200	2026/5	23.66
				021230	7060	3443001  560200	2026/5	4.25
				021235	F011685	3443001  560200	2026/5	576.84
				021242	FT9656	3443001  560200	2026/5	64.03
				021246	2413	3443001  560200	2026/5	6.34
				021253	7502	3443001  560200	2026/5	4.25
				021253	20811	3443001  560210	2026/5	23.61
				021253	115	3443001  560210	2026/5	14.44
				021253	5W20BULK	3443001  560210	2026/5	20.28
					<b>Total For Check #</b>	<b>334654</b>		<b>1,034.41</b>
11/26/2025	334658	49 OKLAHOMA DEPT OF PUBLIC	LET-020977	LET-020977	11/17/2025	3443006  550540	2026/5	3,685.00
			LET-019927	LET-019927	AUG, 15, 2025	3443006  550540	2026/5	2,875.00
			LET-020365	LET-020365	SEPT 16, 2025	3443006  550540	2026/5	2,875.00
					<b>Total For Check #</b>	<b>334658</b>		<b>9,435.00</b>
11/26/2025	334659	98 OKLAHOMA NATURAL GAS CO	114839300 11142025	210157046 1148393 00	NOV 14, 2025	3443001  550240	2026/5	174.55
			110008282 11142025	213245197 1100082 82	NOV 14, 2025	3443001  550240	2026/5	182.44
			252838500 11142025	213245206 2528385 00	NOV 14, 2025	3443009  550240	2026/5	205.46
					<b>Total For Check #</b>	<b>334659</b>		<b>562.45</b>
11/26/2025	334685	4045 STEPHANIE BRADLEY	257	Professional Services by Dr. Bradley DVM		3443009  530870	2026/5	1,150.00
					<b>Total For Check #</b>	<b>334685</b>		<b>1,150.00</b>
11/26/2025	334691	1104 TIGER, INC.	1025240208	1025240208	11/18/2025	3443001  550240	2026/5	31.69
			1025240222	1025240222	11/18/2025	3443001  550240	2026/5	69.72
			1025240223	1025240223	11/18/2025	3443009  550240	2026/5	183.82
					<b>Total For Check #</b>	<b>334691</b>		<b>285.23</b>
11/26/2025	334699	949 TULSA WINNELSON COMPANY	659512 01	BLANKET PO MISC. PLUMBING		3443008  560180	2026/5	100.91
			660105 01	BLANKET PO MISC. PLUMBING		3443008  560180	2026/5	109.56
					<b>Total For Check #</b>	<b>334699</b>		<b>210.47</b>

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12/04/2025	334710	856 AMERICAN FIDELITY	182412	Payroll Run 1 - Warrant 251121	344 [218420]		2026/5	200.28
			182412	Payroll Run 1 - Warrant 251121	344 [218430]		2026/5	180.50
					<b>Total For Check # 334710</b>			<b>380.78</b>
12/04/2025	334711	4904 AMERITAS LIFE INSURANCE	182418	Payroll Run 1 - Warrant 251121	344 [218240]		2026/5	3,780.44
					<b>Total For Check # 334711</b>			<b>3,780.44</b>
12/04/2025	334712	1604 BRANNON TAYLOR	T&A 11232025	TRAVEL & ACCOMODATIONS 11/23-	3443001 [550030]		2026/6	294.04
					<b>Total For Check # 334712</b>			<b>294.04</b>
12/04/2025	334716	1319 COMMUNITY CARE EAP	182414	Payroll Run 1 - Warrant 251121	344 [218560]		2026/5	362.27
					<b>Total For Check # 334716</b>			<b>362.27</b>
12/04/2025	334717	1550 GENESIS HEALTH CLUBS	182415	Payroll Run 1 - Warrant 251121	344 [218150]		2026/5	747.46
					<b>Total For Check # 334717</b>			<b>747.46</b>
12/04/2025	334718	159 PRE-PAID LEGAL SERVICES,	182410	Payroll Run 1 - Warrant 251121	344 [218100]		2026/5	958.84
					<b>Total For Check # 334718</b>			<b>958.84</b>
12/04/2025	334720	990 LISA SMITH	PDR 12182025	PER DEIM REQUEST 12/18-19/2025	3443006 [550030]		2026/6	20.40
					<b>Total For Check # 334720</b>			<b>20.40</b>
12/04/2025	334721	4905 METROPOLITAN LIFE	182419	Payroll Run 1 - Warrant 251121	344 [218340]		2026/5	1,069.64
			182419	Payroll Run 1 - Warrant 251121	344 [218480]		2026/5	3,926.84
			182419	Payroll Run 1 - Warrant 251121	344 [218590]		2026/5	940.72
					<b>Total For Check # 334721</b>			<b>5,937.20</b>
12/04/2025	334733	1987 SURENCY LIFE & HEALTH INS.	182416	Payroll Run 1 - Warrant 251121	344 [218460]		2026/5	282.75
					<b>Total For Check # 334733</b>			<b>282.75</b>
12/04/2025	334737	489 ADMIRAL EXPRESS LLC	208515-S	208515-S OCT 2025	3443001 [560030]		2026/6	102.74
			208689-S	208689-S OCT 2025	3443010 [560030]		2026/6	25.99
					<b>Total For Check # 334737</b>			<b>128.73</b>
12/04/2025	334738	149 AMERICAN ELECTRIC	757-559-0-9 11172025	FY26 ANNUAL AGREEMENT SINGLES	3443001 [550250]		2026/6	222.06
			847-581-0-4 071725CM	CORRECTION	3443001 [550250]		2026/6	-23.57
					<b>Total For Check # 334738</b>			<b>198.49</b>

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12/04/2025	334739	4935 AMAZON.COM SALES INC	1NXH-9G47-NVH1	TV for Records, Chair Mat for Hannah Perry	3443001  560030		2026/6	42.70
			1NXH-9G47-NVH1	TV for Records, Chair Mat for Hannah Perry	3443010  560230		2026/6	94.97
			1NXH-9G47-NVH1	TV for Records, Chair Mat for Hannah Perry	3443010  560240		2026/6	259.99
			1M7Q-7R3C-FTHP	televisions for security monitor and inmate	3443008  560030		2026/6	15.64
			196P-YD96-9FM6	Items for Firearms Training, Table for	3443006  560230		2026/6	86.99
			196P-YD96-9FM6	Items for Firearms Training, Table for	3443001  560320		2026/6	116.40
				<b>Total For Check #</b>	<b>334739</b>			<b>616.69</b>
12/04/2025	334751	3919 BURNZ-WELL INC	616	CITY COUNCIL APPROVED 10/07/25	3443009  570170	2630250	2026/6	149,078.00
				<b>Total For Check #</b>	<b>334751</b>			<b>149,078.00</b>
12/04/2025	334756	37 CINTAS CORPORATION	5304107809	BLANKET PO FOR ALL DEPARTMENT	3443009  560230		2026/6	33.73
				<b>Total For Check #</b>	<b>334756</b>			<b>33.73</b>
12/04/2025	334757	996 CITY OF BROKEN ARROW	182413	Payroll Run 1 - Warrant 251121	344  218180		2026/5	716.90
			182413	Payroll Run 1 - Warrant 251121	344  218360		2026/5	6,129.55
				<b>Total For Check #</b>	<b>334757</b>			<b>6,846.45</b>
12/04/2025	334762	882 COX COMMUNICATIONS	076689001 10242025	001 6311 076689001 OCT 24, 2025	3443001  550540		2026/6	1,999.83
			076689001 10242025	001 6311 076689001 OCT 24, 2025	3443009  550540		2026/6	5.27
				<b>Total For Check #</b>	<b>334762</b>			<b>2,005.10</b>
12/04/2025	334763	1575 CPR OF TULSA	8446	8446 JULY 21, 2025	3443008  540070		2026/6	500.00
				<b>Total For Check #</b>	<b>334763</b>			<b>500.00</b>
12/04/2025	334766	4240 DANA SAFETY SUPPLY	989581	Simmunition Conversion Kit for SRT	3443001  560240		2026/6	565.00
				<b>Total For Check #</b>	<b>334766</b>			<b>565.00</b>
12/04/2025	334773	5472 FRANK STEVENS	6034	Rifle Mounts for PD BMW Motorcycles	3443001  560200		2026/6	1,384.50
				<b>Total For Check #</b>	<b>334773</b>			<b>1,384.50</b>
12/04/2025	334780	4963 GLASS WORKS INC.	50323	BLANKET PO - GLASS REPAIR	3443001  540200		2026/6	627.96
				<b>Total For Check #</b>	<b>334780</b>			<b>627.96</b>
12/04/2025	334781	2594 GOOD SHEPHERD VETERINARY	715853	715853 NOV 21, 2025	3443001  530870		2026/6	369.74
				<b>Total For Check #</b>	<b>334781</b>			<b>369.74</b>
12/04/2025	334787	5440 HHM FACILITY MANAGEMENT,	169344	CUSTODIAL BID# 25.161	3443001  540070		2026/6	79.12



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		NAME	INVOICE	DESCRIPTION			
			169344	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	19.18
			169344	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	11.99
			169345	CUSTODIAL BID# 25.161	3443001 [540070]	2026/6	47.47
			169345	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	11.51
			169345	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	7.19
			169342	CUSTODIAL BID# 25.161	3443001 [540070]	2026/6	593.38
			169342	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	143.85
			169342	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	89.91
			169354	CUSTODIAL BID# 25.161	3443001 [540070]	2026/6	356.03
			169354	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	86.31
			169354	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	53.94
			169355	CUSTODIAL BID# 25.161	3443001 [540070]	2026/6	70.22
			169355	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	17.02
			169355	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	10.64
			169341	CUSTODIAL BID# 25.161	3443001 [540070]	2026/6	69.23
			169341	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	16.78
			169341	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	10.49
			169352	CUSTODIAL BID# 25.161	3443001 [540070]	2026/6	276.91
			169352	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	67.13
			169352	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	41.96
			169353	CUSTODIAL BID# 25.161	3443001 [540070]	2026/6	316.47
			169353	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	76.72
			169353	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	47.95
			169350	CUSTODIAL BID# 25.161	3443001 [540070]	2026/6	110.77
			169350	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	26.85
			169350	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	16.78
			169349	CUSTODIAL BID# 25.161	3443001 [540070]	2026/6	189.88
			169349	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	46.03
			169349	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	28.77
			169351	CUSTODIAL BID# 25.161	3443001 [540070]	2026/6	25.71
			169351	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	6.23
			169351	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	3.90
			169348	CUSTODIAL BID# 25.161	3443001 [540070]	2026/6	197.79
			169348	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	47.95
			169348	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	29.97
			169347	CUSTODIAL BID# 25.161	3443001 [540070]	2026/6	247.24
			169347	CUSTODIAL BID# 25.161	3443008 [540070]	2026/6	59.94
			169347	CUSTODIAL BID# 25.161	3443009 [540070]	2026/6	37.46

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				169346	CUSTODIAL BID# 25.161	3443001  540070	2026/6
				169346	CUSTODIAL BID# 25.161	3443008  540070	2026/6
				169346	CUSTODIAL BID# 25.161	3443009  540070	2026/6
				169343	CUSTODIAL BID# 25.161	3443001  540070	2026/6
				169343	CUSTODIAL BID# 25.161	3443008  540070	2026/6
				169343	CUSTODIAL BID# 25.161	3443009  540070	2026/6
				169458	CUSTODIAL BID# 25.161	3443001  540070	2026/6
				169458	CUSTODIAL BID# 25.161	3443008  540070	2026/6
				169458	CUSTODIAL BID# 25.161	3443009  540070	2026/6
					<b>Total For Check #</b>	<b>334787</b>	<b>5,472.89</b>
12/04/2025	334792	115 INCOG		227709	227709 NOV 30, 2025	3443006  540550	2026/6
					<b>Total For Check #</b>	<b>334792</b>	<b>2,512.17</b>
12/04/2025	334796	5131 KEVIN BEHE		15146	CITY COUNCIL 07/14/25	3443001  540070	2026/6
				15146	CITY COUNCIL 07/14/25	3443009  540070	2026/6
				15159	CITY COUNCIL 07/14/25	3443001  540070	2026/6
				15159	CITY COUNCIL 07/14/25	3443009  540070	2026/6
				15279	CITY COUNCIL 07/14/25	3443001  540070	2026/6
				15279	CITY COUNCIL 07/14/25	3443009  540070	2026/6
				15260	CITY COUNCIL 07/14/25	3443001  540070	2026/6
				15260	CITY COUNCIL 07/14/25	3443009  540070	2026/6
				15259	CITY COUNCIL 07/14/25	3443001  540070	2026/6
				15259	CITY COUNCIL 07/14/25	3443009  540070	2026/6
				15258	CITY COUNCIL 07/14/25	3443001  540070	2026/6
				15258	CITY COUNCIL 07/14/25	3443009  540070	2026/6
					<b>Total For Check #</b>	<b>334796</b>	<b>22.06</b>
12/04/2025	334799	3876 KRISTI WITTLICH		11302025	Professional Services Veterinary Consult	3443009  530870	2026/6
					<b>Total For Check #</b>	<b>334799</b>	<b>525.00</b>
12/04/2025	334802	131 LOCKE SUPPLY COMPANY		56954166-00	BLANKET PO FOR PLUMBING &	3443001  570170	2530070
					<b>Total For Check #</b>	<b>334802</b>	<b>204.56</b>
12/04/2025	334803	2355 LOCKEDINRN		11172025	Visiting Nurse	3443008  530870	2026/6
				11242025	Visiting Nurse	3443008  530870	2026/6
					<b>Total For Check #</b>	<b>334803</b>	<b>614.16</b>



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12/04/2025	334809	25 NAPA AUTO PARTS	021409	F000702	3443001  560190		2026/6	297.20
			21000	F012114	3443001  560190		2026/6	136.43
			21022	MTX49H8	3443001  560200		2026/6	283.00
			21153	F000702	3443001  560190		2026/6	297.20
			21162	FB5Z6038B	3443001  560200		2026/6	146.43
			21162	GB5Z6038A	3443001  560200		2026/6	121.04
			21162	DB5Z6068A	3443001  560200		2026/6	73.19
			21166	2413	3443001  560200		2026/6	6.34
			21166	87866865	3443001  560200		2026/6	427.30
			21183	2653239	3443001  560200		2026/6	34.69
			21183	2653240	3443001  560200		2026/6	34.69
			21183	2607470	3443001  560200		2026/6	113.87
			21183	2607471	3443001  560200		2026/6	113.87
			21183	860	3443001  560200		2026/6	21.88
			21183	FT8825	3443001  560200		2026/6	56.16
			21183	FT8855	3443001  560200		2026/6	57.24
			21183	84032	3443001  560210		2026/6	48.78
			21184	2653240	3443001  560200		2026/6	34.69
			21184	2653239	3443001  560200		2026/6	34.69
			21184	2607470	3443001  560200		2026/6	113.87
			21184	2607471	3443001  560200		2026/6	113.87
			021317	5W20BULK	3443001  560200		2026/6	30.42
			021317	230266	3443001  560200		2026/6	10.91
			021317	9883	3443001  560200		2026/6	12.73
			021317	20811	3443001  560200		2026/6	23.61
			021317	115	3443001  560200		2026/6	14.44
			021317	7502	3443001  560200		2026/6	4.25
			021323	MTX48H6	3443001  560200		2026/6	259.56
			021323	20811	3443001  560200		2026/6	23.61
			021323	115	3443001  560200		2026/6	14.44
			021323	5W20BULK	3443001  560200		2026/6	20.28
			021323	7502	3443001  560200		2026/6	4.25
			021331	68535771AB	3443001  560200		2026/6	224.44
			021448	100255	3443001  560200		2026/6	4.25
			021448	4211	3443001  560200		2026/6	14.22
			021448	200942	3443001  560200		2026/6	15.75
			021448	20811	3443001  560210		2026/6	23.61
			021448	115	3443001  560210		2026/6	14.44

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				021448	0W20BULK	3443001  560210		2026/6	28.64
				021459	GB5Z6038A	3443001  560200		2026/6	121.04
				021264	MTP65HD	3443001  560200		2026/6	133.01
				021267	DG1Z2200B	3443001  560200		2026/6	88.87
				021267	DG1Z2001F	3443001  560200		2026/6	217.78
				021270	F008921	3443001  560190		2026/6	356.04
				021284	68532219AB	3443001  560200		2026/6	244.44
				021284	68532219AB	3443001  560200		2026/6	35.00
				021300	43562	3443001  560200		2026/6	111.91
						<b>Total For Check # 334809</b>			<b>4,618.37</b>
12/04/2025	334810			021408	100255	3443001  560200		2026/6	4.25
				021408	20811	3443001  560210		2026/6	23.61
				021408	115	3443001  560210		2026/6	14.44
				021408	0W20BULK	3443001  560210		2026/6	28.64
				021423	AA5Z19E616C	3443001  560200		2026/6	39.57
				21007	7060	3443001  560200		2026/6	4.25
				21007	4579	3443001  560200		2026/6	7.11
				21007	2725	3443001  560200		2026/6	15.92
				21007	20811	3443001  560210		2026/6	23.61
				21007	115	3443001  560210		2026/6	14.44
				21007	5W20BULK	3443001  560210		2026/6	21.14
				21009	7502	3443001  560200		2026/6	4.25
				21009	20811	3443001  560210		2026/6	23.61
				21009	115	3443001  560210		2026/6	14.44
				21009	5W20BULK	3443001  560210		2026/6	18.12
				21015	NPB22	3443001  560200		2026/6	16.24
				21023	FT8855	3443001  560200		2026/6	57.24
				21023	84032	3443001  560210		2026/6	24.39
				21151	911082	3443001  560200		2026/6	42.38
				21151	7031895	3443001  560200		2026/6	15.42
				21157	100255	3443001  560200		2026/6	4.25
				21157	200942	3443001  560200		2026/6	15.75
				21157	20811	3443001  560210		2026/6	23.61
				21157	115	3443001  560210		2026/6	14.44
				21157	0W20BULK	3443001  560210		2026/6	3.58
				21159	100255	3443001  560200		2026/6	4.25
				21159	20811	3443001  560210		2026/6	23.61

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	21159		115	3443001  560210		2026/6	14.44
	21159		0W20BULK	3443001  560210		2026/6	28.64
	21172		7060	3443001  560200		2026/6	4.25
	21172		20811	3443001  560210		2026/6	23.61
	21172		115	3443001  560210		2026/6	14.44
	21172		5W30BULK	3443001  560210		2026/6	24.84
	21173		100255	3443001  560200		2026/6	4.25
	21173		20811	3443001  560210		2026/6	23.61
	21173		115	3443001  560210		2026/6	14.44
	21173		0W20BULK	3443001  560210		2026/6	28.64
	21174		100255	3443001  560200		2026/6	4.25
	21174		20811	3443001  560210		2026/6	23.61
	21174		115	3443001  560210		2026/6	14.44
	21174		0W20BULK	3443001  560210		2026/6	28.64
	21176		7060	3443001  560200		2026/6	4.25
	21176		20811	3443001  560210		2026/6	23.61
	21176		115	3443001  560210		2026/6	14.44
	21176		5W30BULK	3443001  560210		2026/6	24.84
	21180		7502	3443001  560200		2026/6	4.25
	21180		20811	3443001  560210		2026/6	23.61
	21180		115	3443001  560210		2026/6	14.44
	21180		5W20BULK	3443001  560210		2026/6	20.28
	21187		AUTOSAVER88	3443001  560200		2026/6	92.03
	021318		1372	3443001  560200		2026/6	4.25
	021318		20811	3443001  560210		2026/6	23.61
	021318		115	3443001  560210		2026/6	14.44
	021318		5W30BULK	3443001  560210		2026/6	28.98
	021319		20811	3443001  560200		2026/6	23.61
	021319		115	3443001  560200		2026/6	14.44
	021319		5W20BULK	3443001  560200		2026/6	23.66
	021319		7060	3443001  560200		2026/6	4.25
	021329		1DEX	3443001  560200		2026/6	24.88
	021332		4627973AD	3443001  560200		2026/6	66.88
	021333		68532219AB	3443001  560200		2026/6	-35.00
	021343		9080XL	3443001  560200		2026/6	15.56
	021343		20811	3443001  560200		2026/6	23.61
	021343		115	3443001  560200		2026/6	14.44
	021343		5W20BULK	3443001  560200		2026/6	23.66

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				021343	7060	3443001  560200		2026/6	4.25
				021345	6022PP	3443001  560200		2026/6	20.76
				021346	271011	3443001  560200		2026/6	21.26
				021449	100255	3443001  560200		2026/6	4.25
				021449	20811	3443001  560210		2026/6	23.61
				021449	115	3443001  560210		2026/6	14.44
				021449	0W20BULK	3443001  560210		2026/6	28.64
				021281	20811	3443001  560200		2026/6	23.61
				021281	115	3443001  560200		2026/6	14.44
				021281	0W20BULK	3443001  560200		2026/6	28.64
				021281	100255	3443001  560200		2026/6	4.25
				021285	100255	3443001  560200		2026/6	4.25
				021285	20811	3443001  560210		2026/6	23.61
				021285	115	3443001  560210		2026/6	14.44
				021285	0W20BULK	3443001  560210		2026/6	28.64
				021299	20811	3443001  560200		2026/6	23.61
				021299	115	3443001  560200		2026/6	14.44
				021299	0W20BULK	3443001  560200		2026/6	28.64
				021299	100255	3443001  560200		2026/6	4.25
				021302	20811	3443001  560200		2026/6	23.61
				021302	115	3443001  560200		2026/6	14.44
				021302	7502	3443001  560200		2026/6	4.25
				021302	5W20BULK	3443001  560200		2026/6	20.28
				021305	FB5Z17A605B	3443001  560200		2026/6	42.22
					<b>Total For Check #</b>	<b>334810</b>			<b>1,682.51</b>
12/04/2025	334811			021314	7701755	3443001  560200		2026/6	1.99
				021263	NPB22	3443001  560200		2026/6	16.24
					<b>Total For Check #</b>	<b>334811</b>			<b>18.23</b>
12/04/2025	334813	1302 NOVALCO, INC		14359377	14359377 NOV 20, 2025	3443001  540070		2026/6	328.36
					<b>Total For Check #</b>	<b>334813</b>			<b>328.36</b>
12/04/2025	334819	4127 ORION SECURITY SOLUTIONS	54833		Camera Box Pole Mounting Plates	3443001  570170	2630120	2026/6	2,536.00
					<b>Total For Check #</b>	<b>334819</b>			<b>2,536.00</b>
12/04/2025	334823	857 MEDICAL PRIORITY	SIN422615		SIN422615 NOV 28, 2025	3443006  540550		2026/6	12,150.00
					<b>Total For Check #</b>	<b>334823</b>			<b>12,150.00</b>





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		NAME	INVOICE	DESCRIPTION					
12/04/2025	334825	5439 RIGID EMERGENCY VEHICLES	911-141	Grappler Removal and Install on Unit 2310	3443001  540200			2026/6	535.00
					<b>Total For Check # 334825</b>				<b>535.00</b>
12/04/2025	334832	1586 PETER GERNER	5677	5677 11/17/2025	3443001  540200			2026/6	469.00
					<b>Total For Check # 334832</b>				<b>469.00</b>
12/04/2025	334839	2325 T MOBILE USA INC	L2511140094	L2511140094 NOV 14, 2025	3443001  530870			2026/6	50.00
					<b>Total For Check # 334839</b>				<b>50.00</b>
12/04/2025	334852	949 TULSA WINNELSON COMPANY	659109 01	BLANKET PO MISC. PLUMBING	3443001  560180			2026/6	979.60
					<b>Total For Check # 334852</b>				<b>979.60</b>
					<b>Total For Fund 344</b>				<b>236,740.01</b>
					<b>Number of Invoices For Fund 344</b>				<b>327</b>

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		NAME	INVOICE	DESCRIPTION				
11/26/2025	334588	447 AIR CLEANING TECHNOLOGIES	INV-03645	INV-03645 NOV 5, 2025	3453501  560180		2026/5	709.97
					<b>Total For Check # 334588</b>			<b>709.97</b>
11/26/2025	334589	4935 AMAZON.COM SALES INC	1CQG-KLNK-PT1G	ITEM: CLXEAST 15 Inch Real Moving Gear	3453501  560230		2026/5	53.99
			1NLN-XVYF-PWVP	ITEM: JMH Magnifying Glass with Light, 30X	3453503  560030		2026/5	175.44
			1NLN-XVYF-PWVP	ITEM: JMH Magnifying Glass with Light, 30X	3453504  560230		2026/5	119.76
			1N37-CXGY-71T3	ITEM: Metal Tin Signs Inspirational Make	3453503  560230		2026/5	24.97
			16PC-3C9W-Q93W	ITEM: NineLeaf 10 Pack Compatible for	3453501  560230		2026/5	51.99
			179D-TJT4-JNJW	ITEM: Anley Memorial American National	3453501  560230		2026/5	185.85
			17K7-69CJ-GT9C	ITEM: SUNEE Plastic Mesh Zipper Pouch	3453501  560030		2026/5	13.29
			17K7-69CJ-GT9C	ITEM: SUNEE Plastic Mesh Zipper Pouch	3453504  560110		2026/5	65.55
			17K7-69CJ-GT9C	ITEM: SUNEE Plastic Mesh Zipper Pouch	3453504  560240		2026/5	120.23
			17P9-1V9L-CKLF	ITEM: Pilot G2 Premium Gel Roller Pens,	3453501  560030		2026/5	10.63
					<b>Total For Check # 334589</b>			<b>821.70</b>
11/26/2025	334600	18 BOUND TREE MEDICAL	85993019	BLANKET PO FOR EMS SUPPLIES	3453502  560230		2026/5	263.36
					<b>Total For Check # 334600</b>			<b>263.36</b>
11/26/2025	334604	1242 CONSOLIDATED FLEET	2025IM0180	2025IM0180 OCT 31, 2025	3453501  530870		2026/5	1,275.00
			2025KS0142	2025KS0142 OCT 31, 2025	3453501  530870		2026/5	6,525.60
					<b>Total For Check # 334604</b>			<b>7,800.60</b>
11/26/2025	334607	1391 CLEAN THE UNIFORM CO	52161974	52161974	3453501  540330		2026/5	31.22
			52161974	52161974	3453501  560300		2026/5	57.00
			52161421	52161421	3453501  540330		2026/5	24.85
			52161421	52161421	3453501  560300		2026/5	12.50
			52161420	52161420	3453501  540330		2026/5	2.94
			52162597	52162597	3453501  540330		2026/5	30.78
			52162597	52162597	3453501  560300		2026/5	57.00
			52162598	52162598	3453501  540330		2026/5	42.01
			52162598	52162598	3453501  560300		2026/5	79.50
			52163076	52163076 NOV 7, 2025	3453501  540330		2026/5	38.38
			52163076	52163076 NOV 7, 2025	3453501  560300		2026/5	79.50
			52163697	52163697 NOV 12, 2025	3453501  540330		2026/5	2.94
			52163072	52163072 NOV 7, 2025	3453501  540330		2026/5	27.35
			52163072	52163072 NOV 7, 2025	3453501  560300		2026/5	109.00
			52163698	52163698 NOV 12, 2025	3453501  540330		2026/5	24.85
			52163698	52163698 NOV 12, 2025	3453501  560300		2026/5	54.50
			52164813	52164813 NOV 19, 2025	3453501  540330		2026/5	42.01

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		NAME	INVOICE	DESCRIPTION				
			52164813	52164813 NOV 19, 2025	3453501  560300		2026/5	17.50
			52164812	52164812 NOV 19, 2025	3453501  540330		2026/5	30.78
			52164812	52164812 NOV 19, 2025	3453501  560300		2026/5	15.00
			52163077	52163077 NOV 7, 2025	3453501  540330		2026/5	39.06
			52163077	52163077 NOV 7, 2025	3453501  560300		2026/5	114.00
			52164191	52164191 NOV 14, 2025	3453501  540330		2026/5	31.22
			52164191	52164191 NOV 14, 2025	3453501  560300		2026/5	77.00
					<b>Total For Check # 334607</b>			<b>1,040.89</b>
11/26/2025	334609	4900 COLBURN ELECTRIC LLC	2898MS1	ELECTRICAL WORK FOR NORTH POLE	3453501  540070		2026/5	3,398.00
					<b>Total For Check # 334609</b>			<b>3,398.00</b>
11/26/2025	334614	5121 DELTA FIRE & SAFETY INC.	INVTX25-6438	New Coat nameplates	3453501  560100		2026/5	185.00
					<b>Total For Check # 334614</b>			<b>185.00</b>
11/26/2025	334619	3158 EMBLAZON PRINTING	4750	Screen Printing Item # 64000 Heather dark	3453501  550890		2026/5	703.50
					<b>Total For Check # 334619</b>			<b>703.50</b>
11/26/2025	334623	1231 AT&T MOBILITY LLC	19339297X11082025	287319339297X11082025	3453501  550540		2026/5	1,637.25
					<b>Total For Check # 334623</b>			<b>1,637.25</b>
11/26/2025	334625	1912 FIRST RESPONDER SUPPORT	1576	1576 NOV 15, 2025	3453501  530870		2026/5	5,820.00
					<b>Total For Check # 334625</b>			<b>5,820.00</b>
11/26/2025	334628	74 GALLS LLC	033152999	033152999 NOV 13, 2025	3453501  560100		2026/5	26.04
					<b>Total For Check # 334628</b>			<b>26.04</b>
11/26/2025	334633	4963 GLASS WORKS INC.	50074	BLANKET PO - GLASS REPAIR	3453501  540200		2026/5	339.00
					<b>Total For Check # 334633</b>			<b>339.00</b>
11/26/2025	334644	5131 KEVIN BEHE	14914	CITY COUNCIL 07/14/25	3453501  540070		2026/5	4.65
			14913	CITY COUNCIL 07/14/25	3453501  540070		2026/5	4.65
			14915	CITY COUNCIL 07/14/25	3453501  540070		2026/5	4.65
			14919	CITY COUNCIL 07/14/25	3453501  540070		2026/5	5.58
			14918	CITY COUNCIL 07/14/25	3453501  540070		2026/5	5.58
			14917	CITY COUNCIL 07/14/25	3453501  540070		2026/5	5.58
			14916	CITY COUNCIL 07/14/25	3453501  540070		2026/5	2.79
			14912	CITY COUNCIL 07/14/25	3453501  540070		2026/5	3.72
			14920	CITY COUNCIL 07/14/25	3453501  540070		2026/5	2.79

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		NAME	INVOICE	DESCRIPTION				
			14921	CITY COUNCIL 07/14/25	3453501  540070		2026/5	6.05
			14924	CITY COUNCIL 07/14/25	3453501  540070		2026/5	3.72
			15043	CITY COUNCIL 07/14/25	3453501  540070		2026/5	4.65
			15060	CITY COUNCIL 07/14/25	3453501  540070		2026/5	3.72
			14931	CITY COUNCIL 07/14/25	3453501  540070		2026/5	4.65
			15062	CITY COUNCIL 07/14/25	3453501  540070		2026/5	12.09
			14930	CITY COUNCIL 07/14/25	3453501  540070		2026/5	5.58
			14929	CITY COUNCIL 07/14/25	3453501  540070		2026/5	6.05
			14927	CITY COUNCIL 07/14/25	3453501  540070		2026/5	3.72
			14923	CITY COUNCIL 07/14/25	3453501  540070		2026/5	3.72
			14922	CITY COUNCIL 07/14/25	3453501  540070		2026/5	5.58
			15109	CITY COUNCIL 07/14/25	3453501  540070		2026/5	4.65
				<b>Total For Check #</b>	<b>334644</b>			<b>104.17</b>
11/26/2025	334647	1088 LIFE ASSIST INC	2017534	BLANKET PO FOR EMS	3453502  560230		2026/5	2,970.00
			2017891	BLANKET PO FOR EMS	3453502  560230		2026/5	2,705.00
				<b>Total For Check #</b>	<b>334647</b>			<b>5,675.00</b>
11/26/2025	334652	1293 MODERN MARKETING	MMI165779	MMI165779 11/06/2025	3453501  560230		2026/5	2,529.79
				<b>Total For Check #</b>	<b>334652</b>			<b>2,529.79</b>
11/26/2025	334654	25 NAPA AUTO PARTS	021226	7680	3453501  560230		2026/5	21.96
			021227	2413	3453502  560230		2026/5	6.34
			021232	15W40BULK	3453502  560200		2026/5	53.85
			021232	7151	3453502  560200		2026/5	15.05
			021232	300458	3453502  560200		2026/5	49.89
			021232	230266	3453502  560200		2026/5	10.91
			021232	200905	3453502  560200		2026/5	20.38
			021236	789DEF	3453501  560210		2026/5	1,022.12
			021241	Y120125304	3453501  560190		2026/5	1,627.60
			021245	3034009	3453502  560200		2026/5	18.28
			021245	2413	3453502  560200		2026/5	3.17
				<b>Total For Check #</b>	<b>334654</b>			<b>2,849.55</b>
11/26/2025	334657	4349 OKIE PACKAGING & INDUSTRIAL	320084BO1	BLANKET ORDER FOR BLANKET PO FOR	3453502  560230		2026/5	164.49
				<b>Total For Check #</b>	<b>334657</b>			<b>164.49</b>
11/26/2025	334661	483 OKLAHOMA STATE UNIVERSITY	0101598	0101598 NOV 19, 2025	3453503  530110		2026/5	4,950.00
				<b>Total For Check #</b>	<b>334661</b>			<b>4,950.00</b>

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		NAME	INVOICE	DESCRIPTION				
11/26/2025	334665	4508 C A ASSETS LLC	28510	28510 OCT 31, 2025	3453501  540070		2026/5	589.00
					<b>Total For Check # 334665</b>			<b>589.00</b>
11/26/2025	334669	4059 ROK BROTHERS INC	INV216926	INV216926 NOV 11, 2025	3453501  560500		2026/5	550.39
					<b>Total For Check # 334669</b>			<b>550.39</b>
11/26/2025	334673	1229 SAINT FRANCIS HOSPITAL	10/31/2025	10/31/2025 MONTHLY PHYSICALS OCT	3453501  530020		2026/5	2,282.01
					<b>Total For Check # 334673</b>			<b>2,282.01</b>
11/26/2025	334676	335 SERVICE OKLAHOMA	L0310400728	TAG & TITLE SERVICES FOR UNITS 1970	3453502  560230		2026/5	32.00
					<b>Total For Check # 334676</b>			<b>32.00</b>
11/26/2025	334679	1586 PETER GERNER	5676	INV# 5676 11/17/2025	3453501  560200		2026/5	387.50
					<b>Total For Check # 334679</b>			<b>387.50</b>
11/26/2025	334688	169 T & W TIRE	1080108256	Tires & wheels/ Fire Dept-For Brian Gaynor	3453502  540200		2026/5	2,254.00
			1080108256	Tires & wheels/ Fire Dept-For Brian Gaynor	3453502  560190		2026/5	14,294.00
					<b>Total For Check # 334688</b>			<b>16,548.00</b>
11/26/2025	334690	1342 TELEFLEX LLC	9510811045	BLANKET PO EMS SUPPLIES	3453502  560230		2026/5	640.00
					<b>Total For Check # 334690</b>			<b>640.00</b>
11/26/2025	334699	949 TULSA WINNELSON COMPANY	654398 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501  560180		2026/5	459.20
					<b>Total For Check # 334699</b>			<b>459.20</b>
11/26/2025	334709	1095 WINDSTREAM HOLDINGS II LLC	101198944 11212025	FY26 ANNUAL AGREEMENT	3453501  550220		2026/5	69.80
			101198949	FY26 ANNUAL AGREEMENT	3453501  550220		2026/5	70.42
			101198864 11212025	FY26 ANNUAL AGREEMENT	3453501  550220		2026/5	71.52
					<b>Total For Check # 334709</b>			<b>211.74</b>
12/04/2025	334710	856 AMERICAN FIDELITY	182412	Payroll Run 1 - Warrant 251121	345  218420		2026/5	11.10
					<b>Total For Check # 334710</b>			<b>11.10</b>
12/04/2025	334711	4904 AMERITAS LIFE INSURANCE	182418	Payroll Run 1 - Warrant 251121	345  218240		2026/5	12.32
					<b>Total For Check # 334711</b>			<b>12.32</b>
12/04/2025	334714	213 CITY OF BROKEN ARROW	182411	Payroll Run 1 - Warrant 251121	345  218160		2026/5	327.06
					<b>Total For Check # 334714</b>			<b>327.06</b>

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		NAME	INVOICE	DESCRIPTION	G/L NUMBER		YEAR/PERIOD	AMOUNT
12/04/2025	334716	1319 COMMUNITY CARE EAP	182414	Payroll Run 1 - Warrant 251121	345  218560		2026/5	282.57
					<b>Total For Check # 334716</b>			<b>282.57</b>
12/04/2025	334717	1550 GENESIS HEALTH CLUBS	182415	Payroll Run 1 - Warrant 251121	345  218150		2026/5	351.52
					<b>Total For Check # 334717</b>			<b>351.52</b>
12/04/2025	334718	159 PRE-PAID LEGAL SERVICES, INC.	182410	Payroll Run 1 - Warrant 251121	345  218100		2026/5	222.36
					<b>Total For Check # 334718</b>			<b>222.36</b>
12/04/2025	334721	4905 METROPOLITAN LIFE	182419	Payroll Run 1 - Warrant 251121	345  218340		2026/5	77.18
			182419	Payroll Run 1 - Warrant 251121	345  218480		2026/5	89.30
			182419	Payroll Run 1 - Warrant 251121	345  218590		2026/5	231.24
					<b>Total For Check # 334721</b>			<b>397.72</b>
12/04/2025	334733	1987 SURENCY LIFE & HEALTH INS.	182416	Payroll Run 1 - Warrant 251121	345  218460		2026/5	97.50
					<b>Total For Check # 334733</b>			<b>97.50</b>
12/04/2025	334734	2675 TIMOTHY AMBROSE	PDR 11112025	PER DIEM REQUEST 11/11/2025	3453503  550030		2026/6	301.00
					<b>Total For Check # 334734</b>			<b>301.00</b>
12/04/2025	334737	489 ADMIRAL EXPRESS LLC	208629-S	208629-S OCT 31, 2025	3453501  560030		2026/6	77.98
			208647-S	208647-S OCT 2025	3453502  560030		2026/6	233.94
					<b>Total For Check # 334737</b>			<b>311.92</b>
12/04/2025	334738	149 AMERICAN ELECTRIC	027-427-0-6 11172025	FY26 ANNUAL AGREEMENT SINGLES	3453501  550250		2026/6	923.34
					<b>Total For Check # 334738</b>			<b>923.34</b>
12/04/2025	334740	5180 AMERICAN MEDICAL GAS	3866	BLANKET PO FOR EMS OXYGEN AND	3453501  560230		2026/6	102.00
					<b>Total For Check # 334740</b>			<b>102.00</b>
12/04/2025	334745	4498 BANNER FIRE EQUIPMENT INC	11P20489	Nozzle Hand bumper to repair nozzle on E1	3453501  560230		2026/6	128.30
			11P20719	Replacement nozzle tip	3453501  560240		2026/6	554.98
					<b>Total For Check # 334745</b>			<b>683.28</b>
12/04/2025	334747	4421 BEENE SERVICES LLC	16966	WATER LEAK IN YARD AT FIRE STATION	3453501  540070		2026/6	12,934.76
					<b>Total For Check # 334747</b>			<b>12,934.76</b>
12/04/2025	334756	37 CINTAS CORPORATION	5304107808	BLANKET PO FOR ALL DEPARTMENT USE	3453501  560230		2026/6	210.33



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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
					<b>Total For Check # 334756</b>			<b>210.33</b>
12/04/2025	334757	996 CITY OF BROKEN ARROW	182413	Payroll Run 1 - Warrant 251121	345  218180		2026/5	395.83
			182413	Payroll Run 1 - Warrant 251121	345  218360		2026/5	3,087.17
					<b>Total For Check # 334757</b>			<b>3,483.00</b>
12/04/2025	334759	1391 CLEAN THE UNIFORM CO	52165273	52165273 NOV 21, 2025	3453501  540330		2026/6	27.35
			52165273	52165273 NOV 21, 2025	3453501  560300		2026/6	72.00
			52165278	52165278 NOV 21, 2025	3453501  540330		2026/6	38.72
			52165278	52165278 NOV 21, 2025	3453501  560300		2026/6	10.00
			52165277	52165277 NOV 21, 2025	3453501  540330		2026/6	38.38
			52165277	52165277 NOV 21, 2025	3453501  560300		2026/6	17.50
					<b>Total For Check # 334759</b>			<b>203.95</b>
12/04/2025	334762	882 COX COMMUNICATIONS	076689001 10242025	001 6311 076689001 OCT 24, 2025	3453501  550540		2026/6	767.89
					<b>Total For Check # 334762</b>			<b>767.89</b>
12/04/2025	334763	1575 CPR OF TULSA	8447	8447 JULY 21, 2025	3453501  540070		2026/6	500.00
					<b>Total For Check # 334763</b>			<b>500.00</b>
12/04/2025	334765	46 CUMMINS SOUTHERN PLAINS	91-251088864	UNIT 0544 PAUL V	3453501  540200		2026/6	5,119.52
					<b>Total For Check # 334765</b>			<b>5,119.52</b>
12/04/2025	334768	5121 DELTA FIRE & SAFETY INC.	INVTX25-5816	Bunker gear repair	3453501  540290		2026/6	548.96
					<b>Total For Check # 334768</b>			<b>548.96</b>
12/04/2025	334784	106 HACH COMPANY	14774228	BLANKET PO CHEM/LAB SUPPLIES	3453502  560230		2026/6	1,042.10
					<b>Total For Check # 334784</b>			<b>1,042.10</b>
12/04/2025	334791	1582 IMPERIAL LLC	0434308915	PO FOR COFFEE PURCHASES	3453501  560230		2026/6	87.40
					<b>Total For Check # 334791</b>			<b>87.40</b>
12/04/2025	334793	2419 INDUSTRIAL ORGANIZATIONAL	C64599A	C64599A NOV 19, 2025	3453501  550390		2026/6	17.00
					<b>Total For Check # 334793</b>			<b>17.00</b>
12/04/2025	334796	5131 KEVIN BEHE	15146	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
			15159	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
			15279	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
			15260	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			15259	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
			15258	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
				<b>Total For Check #</b>	<b>334796</b>			<b>26.04</b>
12/04/2025	334800	1088 LIFE ASSIST INC	2012128	BLANKET PO FOR EMS	3453502  560230		2026/6	328.00
				<b>Total For Check #</b>	<b>334800</b>			<b>328.00</b>
12/04/2025	334809	25 NAPA AUTO PARTS	21005	TOYO556790	3453501  560190		2026/6	2,236.00
			21039	4008624250	3453501  560200		2026/6	3,001.83
			21039	4008624250	3453501  560200		2026/6	360.00
			21039	FREIGHT	3453501  560200		2026/6	250.00
			21178	F008921	3453501  560190		2026/6	178.02
			21182	512198	3453501  560200		2026/6	119.89
			21182	509440	3453501  560200		2026/6	116.67
			021257	8822	3453501  560230		2026/6	359.52
			021282	511985	3453501  560200		2026/6	122.22
			021296	F248426	3453502  560190		2026/6	842.86
			021304	4921517	3453501  560200		2026/6	106.36
				<b>Total For Check #</b>	<b>334809</b>			<b>7,693.37</b>
12/04/2025	334810		021422	HC3Z17D743AA	3453502  560200		2026/6	43.64
			21171	100255	3453501  560200		2026/6	4.25
			21171	200942	3453501  560200		2026/6	15.75
			21171	0W20BULK	3453501  560210		2026/6	28.64
			21186	OP6189	3453501  560200		2026/6	29.61

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			021461	2106177	3453501  560200		2026/6	63.20
			021461	8203440100	3453501  560200		2026/6	0.52
			021461		3453501  560200		2026/6	17.55
			021471	7060	3453501  560200		2026/6	4.25
			021471	5W30BULK	3453501  560210		2026/6	24.84
			021474	25080702	3453501  560200		2026/6	43.03
			021258	8195577	3453501  560200		2026/6	21.92
			021288	122492	3453501  560210		2026/6	40.88
					<b>Total For Check # 334810</b>			<b>338.08</b>
12/04/2025	334811		21001	2413	3453501  560200		2026/6	9.51
			021293	2413	3453501  560210		2026/6	9.51
					<b>Total For Check # 334811</b>			<b>19.02</b>
12/04/2025	334818	4505 ON CALL SERVICES AND	106814	106814 NOV 20, 2025	3453503  540330		2026/6	79.52
					<b>Total For Check # 334818</b>			<b>79.52</b>
12/04/2025	334824	4508 C A ASSETS LLC	28544	28544 NOV 12, 2025	3453501  540070		2026/6	450.00
					<b>Total For Check # 334824</b>			<b>450.00</b>
12/04/2025	334837	234 STOREY TOWING LLC	60558	650558 11/20/2025	3453503  540200		2026/6	175.50
					<b>Total For Check # 334837</b>			<b>175.50</b>
12/04/2025	334840	1266 TIGER WINDOW TINTING	INV-1446	UNIT # 2250	3453502  540200		2026/6	51.75
					<b>Total For Check # 334840</b>			<b>51.75</b>
12/04/2025	334858	4272 US PACKAGING & WRAPPING	101902	Parts and Supplies for EMS Sealer Machine	3453502  560310		2026/6	984.24
					<b>Total For Check # 334858</b>			<b>984.24</b>
12/04/2025	334863	1095 WINDSTREAM HOLDINGS II LLC	101222666 11212025	FY26 ANNUAL AGREEMENT	3453501  550220		2026/6	59.42
			101197628 12012025	FY26 ANNUAL AGREEMENT	3453501  550220		2026/6	66.29
			101197624 12012025	FY26 ANNUAL AGREEMENT	3453501  550220		2026/6	72.59
					<b>Total For Check # 334863</b>			<b>198.30</b>
12/05/2025	334866	4957 DIGITECH COMPUTER LLC	618000376	618000376 JULY 28, 2025	3453502  550280		2026/6	24,293.40
					<b>Total For Check # 334866</b>			<b>24,293.40</b>
<b>Total For Fund 345</b>								<b>124,293.97</b>
<b>Number of Invoices For Fund 345</b>								<b>170</b>

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
11/26/2025	334597	1688 COGENT INC	5633099	PA 4 S.24020 PO 22500660 10/3/2025	3481700 [570150]	S.24020	2026/5	113,000.00
					<b>Total For Check # 334597</b>			<b>113,000.00</b>
11/26/2025	334610	1383 COOK CONSULTING, LLC	PA 4 S.24020	Innovation District Lift Station Project	3481700 [570170]	2317150	2026/5	369,146.26
					<b>Total For Check # 334610</b>			<b>369,146.26</b>
					<b>Total For Fund 348</b>			<b>482,146.26</b>
					<b>Number of Invoices For Fund 348</b>			<b>2</b>

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
11/26/2025	334675	1263 SELSER SCHAEFER	2509828	Public Safety Complex II 191711	5921700 [570160]	191711	2026/5	1,332.85
					<b>Total For Check # 334675</b>			<b>1,332.85</b>
12/04/2025	334794	5207 IRA M. GREEN CONSTRUCTION	PA 2 196024	Highland Park Rugby Field - Prj 196024	5926000 [570150]	196024	2026/6	51,632.91
					<b>Total For Check # 334794</b>			<b>51,632.91</b>
12/04/2025	334829	3216 SCISSOR TAIL CONSTRUCTION, PA 4	191711	Prj 191711-Renovation of EMS Bldg	5921700 [570150]	191711	2026/6	93,757.95
					<b>Total For Check # 334829</b>			<b>93,757.95</b>
					<b>Total For Fund 592</b>			<b>146,723.71</b>
					<b>Number of Invoices For Fund 592</b>			<b>3</b>

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
11/26/2025	334544	999900 OTP - AR REFUNDS	AUG 14, 2025	ST21390 PARCEL 1.0 ROW ACQUISITION	5935300  570080	ST21390	2026/5	23,200.00
					<b>Total For Check # 334544</b>			<b>23,200.00</b>
11/26/2025	334598	4392 BETTY JO CAGLE	20251101	20251101 11/11/2025	5935300  570080	ST2027	2026/5	2,500.00
					<b>Total For Check # 334598</b>			<b>2,500.00</b>
11/26/2025	334603	20 BROKEN ARROW LAWN &	128547	Honda Generators	5933501  570020	203531	2026/5	2,100.00
					<b>Total For Check # 334603</b>			<b>2,100.00</b>
11/26/2025	334627	3689 FREESE AND NICHOLS INC	0001393842	ST1926 Houston Widening 9th to Old HWY	5935300  570160	ST1926	2026/5	31,919.25
			0001392056	SW24070 Preserve Park	5935305  570160	SW24070	2026/5	2,615.86
					<b>Total For Check # 334627</b>			<b>34,535.11</b>
11/26/2025	334632	831 GH2 ARCHITECTS, LLC	09 2435170	Fire Station North 2435170	5933501  570160	2435170	2026/5	47,047.50
			PA 11 2435170	Fire Station North 2435170	5933501  570160	2435170	2026/5	94,095.00
			PA 10 2435170	Fire Station North 2435170	5933501  570160	2435170	2026/5	47,047.50
					<b>Total For Check # 334632</b>			<b>188,190.00</b>
11/26/2025	334645	2004 KIMLEY-HORN & ASSOCIATES	061292304-1025	2552170 Transportation planning support	5935300  570160	2552170	2026/5	23,070.00
			064598219-1025	ST35310 Carriage Crossing Rehab	5935300  570160	ST25310	2026/5	412.50
					<b>Total For Check # 334645</b>			<b>23,482.50</b>
11/26/2025	334646	4311 L&M OFFICE FURNITURE	78156	CITY COUNCIL APPROVED 04/01/2025	5931700  570150	2217090	2026/5	202,693.66
					<b>Total For Check # 334646</b>			<b>202,693.66</b>
11/26/2025	334653	888 NAFECO	1379683	New Engine-Nafeco	5933501  570020	203531	2026/5	316.35
					<b>Total For Check # 334653</b>			<b>316.35</b>
11/26/2025	334663	320 POE AND ASSOCIATES	15810	110033	5935300  570150	ST2028	2026/5	752.50
			15809	PJ# ST24200 - BRENT STOUT	5935300  570160	ST24200	2026/5	6,063.42
					<b>Total For Check # 334663</b>			<b>6,815.92</b>
11/26/2025	334675	1263 SELSER SCHAEFER	2509829	Jail Expansion Renovation Prof Agreement	5933008  570160	203019	2026/5	21,950.30
					<b>Total For Check # 334675</b>			<b>21,950.30</b>
12/04/2025	334746	372 BECCO CONTRACTORS INC	PA 14 ST2028	ST2028 - Houston - Garnett to Olive	5935300  570150	ST2028	2026/6	233,570.36
					<b>Total For Check # 334746</b>			<b>233,570.36</b>





CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/04/2025	334752	1253 CEC CORPORATION	202511137	Tucson Street	5935300  570160	ST25300	2026/6	7,743.15
					<b>Total For Check # 334752</b>			<b>7,743.15</b>
12/04/2025	334755	1436 CHEROKEE PRIDE CONST. INC.	PA 1 ST25310	Carriage Crossing Residential Rehab	5935300  570150	ST25310	2026/6	280,070.88
					<b>Total For Check # 334755</b>			<b>280,070.88</b>
12/04/2025	334764	5314 CROSS TIMBERS CONSULTING, COBA - 003.02		SW24040 Village Square II	5935305  570160	SW24040	2026/6	597.64
					<b>Total For Check # 334764</b>			<b>597.64</b>
12/04/2025	334767	634 DELL MARKETING L.P.	10847781476	Havvis Docks for new FD vehicles	5933501  570020	203531	2026/6	2,459.94
					<b>Total For Check # 334767</b>			<b>2,459.94</b>
12/04/2025	334775	3689 FREESE AND NICHOLS INC	0001394245	SW1910 Stone Ridge Drainage	5935305  570160	SW1910	2026/6	17,313.54
			0001394376	SW24070 Aspen Retaining Wal	5935305  570160	SW25070	2026/6	5,092.84
					<b>Total For Check # 334775</b>			<b>22,406.38</b>
12/04/2025	334794	5207 IRA M. GREEN CONSTRUCTION	PA 2 196024	Highland Park Rugby Field - Prj 196024	5936000  570150	196024	2026/6	195,978.40
					<b>Total For Check # 334794</b>			<b>195,978.40</b>
12/04/2025	334804	5383 MAMMOTH SPORTS	PA 2 2460360	Nienhuis Football Turf Fields	5936000  570150	2460360	2026/6	568,463.02
					<b>Total For Check # 334804</b>			<b>568,463.02</b>
12/04/2025	334805	3480 MARQUARDT ENGINEERING	PA 8 ST25190	ST25190 Rose District Alleyway	5935300  570150	ST25190	2026/6	8,100.00
					<b>Total For Check # 334805</b>			<b>8,100.00</b>
12/04/2025	334808	888 NAFECO	1382970	New Engine-Nafeco	5933501  570020	203531	2026/6	2,769.80
					<b>Total For Check # 334808</b>			<b>2,769.80</b>
12/04/2025	334812	5212 NORTHEASTERN IRRIGATION	PA 7 201710	Gateways Signs	5935300  570150	201710	2026/6	128,951.46
					<b>Total For Check # 334812</b>			<b>128,951.46</b>
12/04/2025	334820	1321 PARAGON CONTRACTORS, LLC	PA 5 ST2031	Jasper & Aspen Intersection Improvements	5935300  570150	ST2031	2026/6	185,294.97
					<b>Total For Check # 334820</b>			<b>185,294.97</b>
12/04/2025	334829	3216 SCISSOR TAIL CONSTRUCTION,	PA 4 191711	Prj 191711-Renovation of EMS Bldg	5931700  570150	191711	2026/6	16,425.03
					<b>Total For Check # 334829</b>			<b>16,425.03</b>
12/04/2025	334838	5480 STV INCORPORATED	COBA2000129.00-18	110414	5935300  570160	ST2029	2026/6	1,918.75

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		NAME	INVOICE	DESCRIPTION				
				Total For Check # 334838				1,918.75
12/04/2025	334865	5372 WYATT CONTRACTING INC	PA 1 SW1910	Stoneridge & Elm Drainage Improvements-	5935305 [570150]	SW1910	2026/6	159,667.64
				Total For Check # 334865				159,667.64
				Total For Fund 593				2,320,201.26
				Number of Invoices For Fund 593				31

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			NAME	INVOICE	DESCRIPTION	G/L NUMBER	YEAR/PERIOD
12/04/2025	334864	2518 WORKER'S COMPENSATION	NOV 20, 2025	NOV 20, 2025 PAYMENT SUMMARY	6601700  530080	2026/6	4,594.00
			NOV 20, 2025	NOV 20, 2025 PAYMENT SUMMARY	6601700  530870	2026/6	24.00
			NOV 20, 2025	NOV 20, 2025 PAYMENT SUMMARY	6601700  530880	2026/6	8,319.37
			NOV 20, 2025	NOV 20, 2025 PAYMENT SUMMARY	6601700  530880	2026/6	-337.87
			NOV 20, 2025	NOV 20, 2025 PAYMENT SUMMARY	6601700  550900	2026/6	18,622.49
			Total For Check # 334864				
Total For Fund 660						31,221.99	
Number of Invoices For Fund 660						5	

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		NAME	INVOICE	DESCRIPTION				
12/04/2025	334711	4904 AMERITAS LIFE INSURANCE	182418	Payroll Run 1 - Warrant 251121	6611700  530890		2026/5	25.24
			182418	Payroll Run 1 - Warrant 251121	6611700  530890		2026/5	16.36
			182418	Payroll Run 1 - Warrant 251121	6611700  530890		2026/5	25.24
			182418	Payroll Run 1 - Warrant 251121	6611700  530890		2026/5	-12.00
				<b>Total For Check # 334711</b>				<b>54.84</b>
12/04/2025	334717	1550 GENESIS HEALTH CLUBS	182415	Payroll Run 1 - Warrant 251121	6611700  530890		2026/5	27.04
				<b>Total For Check # 334717</b>				<b>27.04</b>
12/04/2025	334718	159 PRE-PAID LEGAL SERVICES,	182410	Payroll Run 1 - Warrant 251121	6611700  530890		2026/5	24.90
				<b>Total For Check # 334718</b>				<b>24.90</b>
12/04/2025	334721	4905 METROPOLITAN LIFE	182419	Payroll Run 1 - Warrant 251121	6611700  530890		2026/5	16.13
			182419	Payroll Run 1 - Warrant 251121	6611700  530890		2026/5	9,119.30
				<b>Total For Check # 334721</b>				<b>9,135.43</b>
				<b>Total For Fund 661</b>				<b>9,242.21</b>
				<b>Number of Invoices For Fund 661</b>				<b>8</b>



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/04/2025	334715	183 CLEET	NOV 2025	NOV 2025	882  290305		2026/6	2,070.93
					<b>Total For Check # 334715</b>			<b>2,070.93</b>
12/04/2025	334722	353 OKLAHOMA BUREAU OF	NOV 2025	NOV 2025	882  290311		2026/6	20.00
					<b>Total For Check # 334722</b>			<b>20.00</b>
12/04/2025	334723	835 STATE OF OKLAHOMA	NOV 2025	NOV 2025	882  290305		2026/6	4,135.07
					<b>Total For Check # 334723</b>			<b>4,135.07</b>
12/04/2025	334724	999900 OTP - AR REFUNDS	REC-006158-2023	REFUND	882  290301		2023/11	66.00
					<b>Total For Check # 334724</b>			<b>66.00</b>
12/04/2025	334726		65618	REFUND	882  290301		2024/1	127.50
					<b>Total For Check # 334726</b>			<b>127.50</b>
12/04/2025	334727		65619	REFUND	882  290301		2024/1	337.50
					<b>Total For Check # 334727</b>			<b>337.50</b>
12/04/2025	334729		66910	REFUND	882  290301		2024/3	250.00
					<b>Total For Check # 334729</b>			<b>250.00</b>
12/04/2025	334730	999907 OTP - COURT REFUNDS	0000826		882  201020		2026/6	570.00
					<b>Total For Check # 334730</b>			<b>570.00</b>
12/04/2025	334731		0000827		882  201020		2026/6	120.00
					<b>Total For Check # 334731</b>			<b>120.00</b>
12/04/2025	334732		0000828		882  201020		2026/6	200.00
					<b>Total For Check # 334732</b>			<b>200.00</b>
<b>Total For Fund 882</b>								<b>7,897.00</b>
<b>Number of Invoices For Fund 882</b>								<b>10</b>



# City of Broken Arrow

## Request for Action

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**File #:** 25-1616, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**Title:**

**Consideration, discussion and possible approval of an extension of displaying banners on city-owned light poles at the Events Park - Ordinance No. 3747, an Ordinance amending Section 5.10 (Light Pole Banners and Decorations) of the Broken Arrow Zoning Ordinance**

**Background:**

Staff would like to include the addition of city-owned light poles at the Events Park as additional locations for banner placements.

Section 5.10 (Light Pole Banners and Decorations) establishes the regulations for displaying banners on City light poles, including banners that are donated to the City and banners that are city-owned or controlled.

**Cost:** None

**Funding Source:** None

**Requested By:** City Manager's Office

**Approved By:** City Manager's Office

**Attachments:** Ordinance No. 3747

**Recommendation:**

Approve including the Events Park city-owned light poles as additional locations for banners



## ORDINANCE NO. 3747

**An Ordinance amending Section 5.10 (Light Pole Banners and Decorations) of the City of Broken Arrow's Zoning Ordinance; 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.** Section 5.10 (Light Pole Banners and Decorations) of the Broken Arrow Zoning Ordinance is hereby amended to read as follows:

### **5.10 Light pole banners and decorations.**

- A. *Generally.* The city manager or his designee may accept donations of decorative banners or other decorations designed to be placed on light poles. Such donated banners may be displayed for a limited amount of time. The city may use light poles to display donated banners that promote or celebrate city-recognized holidays. No commercial banners or decorations will be accepted for display on city light poles.
- B. *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
  - 1. *City-recognized holiday* means any holiday for which city council has approved the closure of city offices or that the city council has declared a holiday.
  - 2. *Commercial banner or decoration* means those banners, flags or decorations the sole or chief purpose of which is to advertise or promote the distribution, sale or rental of goods and/or services other than those which are strongly vested with public importance, such as utility, education, recreational, cultural, medical, protective, and governmental goods or services.
- C. *Donation of banners or decorations.*
  - 1. *Application for display of banners or decorations.* Prior to the donation of any decorative banners or other decorations designed to be placed on light poles, the prospective donor shall apply to the city manager or his designee who will determine if the proposed donation will be accepted for display and, if so, where and when the proposed banners or decorations may be displayed. The city manager or his designee shall review the donor's application to determine that the proposed banners or decorations meet the specifications of the director of community development ("director"), to determine that the proposed banners or decorations are not commercial, and to determine whether the locations where the donor proposes the donated banners or decorations should be displayed are not already designated for the display of other banners or decorations. The review of the city manager or his designee shall be done and the results of that review shall be communicated to the applicant donor within seven business days of the receipt of the application by the director.
  - 2. *Right of appeal non-acceptance of banners or decorations.* Any potential donor of banners or decorations to be displayed on light poles within the city shall have a right of

appeal to the traffic advisory committee from any rejection of donation by the city manager or his designee. Such appeal shall be taken by filing written notice of appeal with the city clerk within ten business days after the rejection of donation is rendered. The traffic advisory committee staff shall, within seven business days of receipt of a written notice of appeal, set a date for a hearing of the appeal at the committee's next available regular meeting. Such notice will provide the applicant with at least five days' notice of the date, time and place of the hearing. Any appeal from the decision of the traffic advisory committee shall be to the district court of Tulsa County.

D. *Display period.* The display of donated decorative banners or other decorations shall be limited to a maximum period of 45 calendar days, except that for the Rose District, display shall be limited to a maximum period of 30 calendar days.

E. *Installation of banners.*

1. No donated banner or other decoration may be hung except by City of Broken Arrow employees.
2. Any person or entity which hangs a banner or other decoration on a city light pole in violation of this section shall be fined \$100.00 per pole, per day, and shall be liable to the city for the cost of removing such banner or other decoration.

F. *Rules and regulations for display.*

1. The director is expressly authorized and empowered to promulgate rules and regulations supplementing this article, within its terms, provisions and limitations. The rules and regulations shall be subject to approval by the city manager. Such rules shall include, but are not limited to, specifications as to the number of banners to be displayed, the size and dimensions of the materials out of which the banners or decorations may be made, the processes to be used in producing the banners or decorations.
2. The city manager or his designee shall have the authority, however, to waive specific technical rules when:
  - a. The banner or other decoration substantially complies with the rules; and
  - b. The city manager or his designee determines that the waiver will not have any adverse effect on public safety and welfare.

G. This section does not apply to banners purchased by the City for placement on city owned light poles.

**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 20<sup>th</sup> day of September, 2022.

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MAYOR

ATTEST:

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(Seal) CITY CLERK

APPROVED:

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CITY ATTORNEY



# City of Broken Arrow

## Request for Action

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**File #:** 25-1754, **Version:** 1

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**Broken Arrow City Council  
Meeting of: 12-16-2025**

**Title:**

Consideration, discussion, and possible approval of the 2026 GO Bond Final Project Package and approve staff to prepare appropriate ordinances, and resolutions to call for the election on April 7th, 2026 (Project No. 2417260)

**Background:**

At City Council on December 2<sup>nd</sup>, 2025 a list of projects were presented as the City Manager's recommendation for consideration as the projects for the 2026 General Obligation Bond. After the public review period, changes were suggested to the project list for final approval.

Upon approval of the project list, staff will proceed into preparing the appropriate ordinances and resolutions to move forward with the 2026 General Obligation Bond vote on April 7<sup>th</sup>, 2026.

**Cost:** \$0

**Funding Source:** N/A

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

**Approved By:** City Manager's Office

**Attachments:** N/A

**Recommendation:**

Approve the 2026 GO Bond Final Project Package and approve staff to prepare appropriate ordinances, and resolutions to call for the election on April 7th, 2026 (Project No. 2417260)



# City of Broken Arrow

## Request for Action

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**File #: 25-1741, Version: 1**

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**Broken Arrow City Council  
Meeting of: 12-16-2025**

**Title:**

Consideration, discussion, and possible preview of Ordinance No. 3902, an Ordinance amending the City of Broken Arrow Code of Ordinances Chapter 10, Fire Prevention And Protection, Article II, Division I, Section 10-27, entitled “Specialized services,” specifically removing “Hazmat cleanup;” amending Chapter 10, Fire Prevention and Protection, Article IV, entitled “Explosives,” specifically reserving Sections 10-106 to 10-120; enacting Chapter 10, Fire Prevention and Protection, Article V, entitled “Hazardous Materials Incident Response;” repealing Chapter 13.1, entitled “Hazardous Materials and Waste;” and repealing all ordinances to the contrary

**Background:**

From time to time, the City of Broken Arrow Fire Department is tasked with responding to various situations involving the identification, quarantine, clean-up, evacuation, and disposal of various potentially hazardous materials. Currently, municipal code provides two different provisions permitting the recovery of costs incurred for response to incidents involving hazardous materials. Due to the decentralized location, differing standards of culpability, and ambiguous language of these provisions within the Code, the scope of authority and mechanism to recover costs is not clear, and there is no express authority to waive costs in extenuating circumstances.

To remedy these deficiencies, the proposed ordinance centralizes, clarifies, and codifies a process for recovering costs incurred when responding to hazardous materials incidents. The proposed ordinance provides definitions, declares hazardous materials a nuisance, describes the City Manager’s authority to respond to hazardous materials incidents, identifies responsible parties, permits cost recouperation, and provides a mechanism for a responsible party to request a waiver of costs in certain circumstances.

Council consideration of this Ordinance would be greatly appreciated.

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Jeremy K. Moore, Fire Chief

**Approved By:** City Manager’s Office

**Attachments:** Ordinance No. 3902

**Recommendation:**

Preview Ordinance No. 3902 and set for adoption.





## ORDINANCE NO. 3902

AN ORDINANCE AMENDING THE CITY OF BROKEN ARROW CODE OF ORDINANCES CHAPTER 10, FIRE PREVENTION AND PROTECTION, ARTICLE II, DIVISION I, SECTION 10-27, ENTITLED “SPECIALIZED SERVICES,” SPECIFICALLY REMOVING “HAZMAT CLEANUP;” AMENDING CHAPTER 10, FIRE PREVENTION AND PROTECTION, ARTICLE IV, ENTITLED “EXPLOSIVES,” SPECIFICALLY RESERVING SECTIONS 10-106 TO 10-120; ENACTING CHAPTER 10, FIRE PREVENTION AND PROTECTION, ARTICLE V, ENTITLED “HAZARDOUS MATERIALS INCIDENT RESPONSE;” AND REPEALING CHAPTER 13.1, ENTITLED “HAZARDOUS MATERIALS AND WASTE”

BE IT ORDIANED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I. That Chapter 10- Fire Prevention and Protection, Article I- Generally, shall be amended as follows:

### Section 10-27. – Specialized services.

- (a) *Plan review.* The fire department shall review all plans to ensure compliance with the International Fire Code as adopted in section 10-51 of this Code. Additionally, the fire department shall review all plans pertaining to automatic fire alarm systems, and all automatic fire-extinguishing systems that are hereafter proposed for construction within the city, and shall receive a fee as set by the city manager in the manual of fees.
- ~~(b) *Hazmat cleanup.* The fire department shall receive payment from the person or entity that caused a spill of hazardous material to cover the costs of the cleanup. If the person that caused the spill is unknown or for any other reason fails to make payment, then the fee will be charged to and collected from the owner of the property on which the cleanup work was performed or the property immediately protected by the cleanup work. The fee shall be set by the city manager.~~
- (~~b~~e) *Contractor registration.* All automatic fire-extinguishing system and automatic fire alarm system contractors shall register with the city prior to performing any fire-extinguishing/alarm system work. Registration shall be in accordance with the provisions of general contractors as listed in chapter 6.
- (~~c~~d) *Restrictions on beginning work.* A permit shall be obtained prior to commencing any work on new or existing automatic fire-extinguishing or automatic fire alarm systems and all associated fees shall be paid prior to the issuance of said permit, in accordance with the manual of fees.
- (~~d~~e) *Inspections.* All required inspections shall be performed by the fire marshal or their designee and shall receive approval prior to activating an automatic fire alarm or automatic fire-extinguishing system. Fees for the inspections shall be in accordance with the manual of fees.

**SECTION II.** That Chapter 10- Fire Prevention and Protection, Article IV- Explosives, shall be amended as follows:

**Sections 10-106 to 10-120 – RESERVED.**

**SECTION III.** That Chapter 10- Fire Prevention and Protection, Article V – Hazardous Materials Incident Response shall be enacted as follows:

**Article V. – Hazardous Materials Incident Response**

**Division 1. – Generally**

**Section 10-121. - Definitions.**

The following definitions shall apply in the enforcement and interpretation of this Article, unless clearly indicated to the contrary:

*Hazardous Material* means any chemical, compound, condensate, gas, liquid, material, solid, substrate, or any other substance that, because of its chemical characteristics, concentration, quantity, physical characteristics, or other characteristics, poses a significant present or potential risk or threat to human or environmental health and safety or property when exposed or released from its container, according to federal, state, tribal, and/or local standards and regulation, including, but not limited to, the Classes and Division Examples of Materials by General Hazard Properties Based on the United Nations System. The term “Hazardous Material” may include, but is not limited to, explosives, flammable gasses, flammable liquids, noxious gasses, spontaneously combustible materials, infectious substances, corrosive materials, poisonous gasses, flammable solids, spent acids, caustic solutions, poisons, containerized gasses, sludges, radioactive material, tank bottoms containing heavy metallic ions, toxic organic or inorganic chemicals, and materials such as paper, metal, cloth or wood which are contaminated with hazardous waste.

*Hazardous Materials Clean-Up* means the operations of the Hazardous Materials Response Team in response to a Hazardous Materials Incident.

*Hazardous Materials Incident* means any incident involving the abandonment, deposit, discharge, exposure, leak, release, or spillage, whether negligently, recklessly, knowingly, or intentionally, of a Hazardous Material from its intended container, pipe, storage device, or similar retaining device, unless otherwise provided in this Article.

*Hazardous Materials Response Team* means the individual or individuals employed, contracted, or designated by the City of Broken Arrow Fire Department to respond to Hazardous Materials Incidents.

*Person* means any individual, group of individuals, corporation, sole proprietorship, partnership, limited partnership, limited liability company, firm, company, or other legal entity, foreign or domestic, engaged in any commercial, business, industrial, or personal business, transaction, or activity of any nature.

Responsible Party means any and all Persons, jointly and severally, involved in the possession, ownership, storage, or transportation of any Hazardous Materials that is abandoned, deposited, discharged, exposed, leaked, released, or spilled as described in Sec. 10-131.

#### **Section 10-122. - Nuisance Declared.**

Hazardous Materials that are abandoned, deposited, discharged, exposed, leaked, released, or spilled are hereby declared to be a nuisance due to the actual or potential deleterious effects of such Hazardous Materials upon the public, property, and environment.

#### **Section 10-123. - No waiver of rights.**

Nothing in this Article shall waive, limit, or prevent the city from exercising any right, mechanism, or recovery permitted by state or federal law, including, but not limited to, the Underground Facilities Damage Prevention Act, 63 O.S. §§ 142.1 *et seq.*, the Oklahoma Hazardous Waste Management Act, 27A O.S. §§ 2-7-101 *et seq.*, and Article 16 of the Oklahoma Public Health Code, 63 O.S. §§ 1-1601 *et seq.*

#### **Section 10-124 to 10-125. – RESERVED**

### **Division 2. – Response**

#### **Section 10-126. - Authority.**

- (a) The City Manager, or his or her designee, is hereby authorized to respond to any Hazardous Materials Incident within or outside of the City as he or she deems appropriate or as is required under state law.
- (b) The City Manager, or his or her designee, is hereby authorized to enter into and execute cooperative agreements, memorandums of understanding, memorandums of agreement, or other agreements with external entities, persons, or stakeholders as may be necessary to effectuate Hazardous Material Clean-Up and increase the City's capability and capacity in preparation for, response to, and recovery from Hazardous Materials Incidents.
- (c) Any agreement entered into or executed under the authority of this Section requiring the expenditure of city funds shall be approved by the City Council. Nothing in this Article shall abrogate any powers of the City Manager or his or her designee in the event of an emergency as provided elsewhere in this Code.

#### **Section 10-127. - Response not required.**

The City Manager, or his or her designee, shall not be obligated, by any provision of this Article, to respond to any Hazardous Materials Incident within or outside the City of Broken Arrow. This Section does not abrogate any requirement to respond to events involving releases of dangerous substances as may be required by state or federal law. No duty is created nor owed to any person by virtue of this Article, and nothing in this Article shall be construed to create nor

enlarge any duty of care owed by the City under state law, including, but not limited to, the Oklahoma Governmental Tort Claims Act.

#### **Section 10-128. - Verification of adequacy of cleanup or abatement.**

In the event any person or entity undertakes cleanup or abatement of a Hazardous Material or the effects of a Hazardous Materials Incident, the city may take such action as is necessary to supervise or verify the adequacy of the cleanup and abatement.

#### **Section 10-129 to 10-130. – RESERVED.**

### **Division 3. – Responsibility, Costs, and Waiver**

#### **Section 10-131. – Responsibility.**

The following Persons shall be liable to the City for payment of incurred costs related to the City’s response to any Hazardous Materials Incident:

- (a) The Person or Persons whose accidental, negligent, reckless, or willful act or omission proximately caused the abandonment, deposit, discharge, exposure, leak, release, or spillage of any Hazardous Material; or
- (b) The Person or Persons who owned, maintained, or had custody or control of a Hazardous Material or its container at the time of or immediately prior to the abandonment, deposit, discharge, exposure, leak, release, or spillage of such Hazardous Material; or
- (c) The Person or Persons who owned, leased, rented, or otherwise maintained control over the land, body of water, property, or location upon or within which a Hazardous Material is abandoned, deposited, discharged, exposed, leaked, released, or spilled.

#### **Section 10-132. – Costs.**

Costs incurred for Hazardous Materials Incident response shall be as set forth in the Manual of Fees adopted by the Broken Arrow City Council. Charges made shall compensate the city for equipment, personnel, labor, materials, and any other cost incurred by the city in response to a Hazardous Materials Incident. The minimum billing shall be for one hour per truck. If no cost is set forth in the Manual of Fees, the costs incurred shall be the same as is described in the Manual of Fees for the Hazardous Materials Response (plus supplies, contracted mitigation expenses, and mutual aid expenses) for Fire Runs Outside City Limits.

#### **Section 10-133. – Waiver of Costs.**

At his or her discretion, the City Manager, or his or her designee, may waive the requirement for a Responsible Party to pay incurred costs related to the City’s response to any Hazardous Materials Incident. The City Manager, or his or her designee, may consider the following factors in determining whether a Responsible Party may be required to pay incurred costs:

- (a) Whether the Responsible Party is a local government, state agency, tribal government, or federal agency or an agent, contractor, employee, or servant of a local, state, tribal, or federal government or agency;
- (b) Whether the Hazardous Materials Incident was caused by or results from acts or conditions beyond the Responsible Party's reasonable control, including:
  - (1) flood, fire, earthquake, or other natural disaster;
  - (2) war, invasion, or international hostilities;
  - (3) terrorist acts, riot, or other civil unrest;
  - (4) orders, laws, or actions of the State of Oklahoma or the United States Federal government;
  - (5) shortage of adequate power due to any of the above conditions;
  - (6) declared national or regional emergencies not otherwise described above;
  - (7) other similar event beyond the control of the Responsible party; or
- (c) Whether the contracted or entered into mutual aid agreements for Hazardous Materials Incident response and such agreement provides for mutual services without charge.
- (d) Whether the person otherwise responsible for the Hazardous Materials Incident is not involved in the possession, ownership, storage, or transportation of the Hazardous Materials as the agent, contractor, employee, or servant of any business entity or Person;
- (e) Whether the person otherwise responsible for the Hazardous Materials Incident lawfully owned, possessed, stored, or transported the Hazardous Materials abandoned, deposited, discharged, exposed, leaked, released, or spilled and such Hazardous Materials were lawfully owned, possessed, stored, or transported solely for private, non-commercial purposes related to the person's own residential, real property or private personal property, and the person received or is to receive no compensation for any services related to the Hazardous Materials; provided, however, that the Hazardous Material possessed, owned, stored, or transported by the person is in a form, quantity, and container ordinarily and lawfully available for sale as consumer products to the general public;
- (f) Whether the Hazardous Material giving rise to the Hazardous Materials Incident was used for the sole purpose of providing power to a vehicle involved in a Hazardous Materials Incident.
- (g) Whether any extenuating circumstance surrounding the Hazardous Materials Incident is sufficient to justify the waiver of payment for incurred costs.

#### **Section 10-134. – Waiver Process.**

Any Person assessed costs incurred during the City's Hazardous Materials Incident response may request a waiver of costs by submitting a written request to the Office of the City Clerk within thirty (30) days of the date of the notification of assessment or invoice, whichever occurs first. The notification of assessment or invoice must contain language advising the recipient

of the time requirements and location at which a request for waiver must be received. No waiver shall be granted after such time as the City receives payment for assessed costs. The City Manager, or his or her designee, shall determine whether to waive the assessed costs within a reasonable time after receiving a request for waiver. Any person denied an assessed costs waiver under this Article may appeal to the City Council by written notice filed with the City Clerk within fifteen (15) days of the denial; the City Council's decision shall be the final determination of the City.

**Section 10-135 to 10-140 – RESERVED.**

**SECTION IV.** That Chapter 13.1 – Hazardous Materials and Waste – is hereby REPEALED.

**~~Section 13.1-1. — Authority to order cleanup or abatement.~~**

~~The city manager, the fire chief, or a designated representative is authorized to order cleanup, or other abatement of the effects of any hazardous substance or waste which has been unlawfully, accidentally, or negligently released, or deposited upon or into any property or facility within the city and to supervise such cleanup and abatement effort. The city shall recover all costs incurred as a result of such cleanup or abatement activity from the following:~~

- ~~(1) The persons or entities whose accidental, negligent, or willful act or omission proximately caused such a release or deposit;~~
- ~~(2) The persons or entities who owned, had custody, or had control of the hazardous substance or waste at the time of such release or deposit, without regard to fault or proximate causation;~~
- ~~(3) The persons or entities who owned, had custody, or had control of the container which held such hazardous waste or substance at the time or immediately prior to such release or deposit, without regard to fault or proximate cause; and~~
- ~~(4) The property owner of the property on or in which the hazardous substance or waste was released or deposited.~~

~~Sec. 13.1-2. — Verification of adequacy of cleanup or abatement.~~

~~In the event any person undertakes to clean up or abate the effects of any hazardous substance or waste which has been negligently, unlawfully or accidentally released, or deposited upon or into any property or facility, the city may take such action as is necessary to supervise or verify the adequacy of the cleanup and abatement.~~

~~Sec. 13.1-3. — Definitions.~~

~~For the purposes of this chapter:~~

~~Costs for the cleanup and abatement of the hazardous materials and waste, shall include, but not necessarily be limited to the following:~~



- ~~(1) Costs of any emergency response contract labor and materials;~~
- ~~(2) Actual labor costs of city personnel, including benefits, supervision, workers compensation, and administrative overhead;~~
- ~~(3) Costs of security associated with the cleanup and abatement;~~
- ~~(4) Costs to the city for hazardous materials responses, including labor, equipment, and materials, from other governmental entities under mutual aid arrangements; and~~
- ~~(5) The fair rental or replacement costs of city-owned equipment and materials.~~

~~*Hazardous material* means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, if released into the workplace or the environment.~~

#### **SECTION V. Repealer.**

Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

#### **SECTION VI. Severability.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

#### **SECTION VII. Effective Date.**

This ordinance shall take effect and be in full force from and after its passage and publication as required by law.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



# City of Broken Arrow

## Request for Action

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**File #:** 25-1746, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-2025**

**Title:**

Consideration, discussion, and possible adoption of Ordinance No. 3901 amending Section 16-12 of the Broken Arrow Code of Ordinances to add a new subsection addressing noise generated by places of public assembly located near residential property

**Background:**

Section 16-12 of the Code of Ordinances prohibits disturbing the peace through loud or unnecessary noise and identifies specific examples of regulated conduct. The proposed amendment adds a new subsection establishing an objective, location-based standard for amplified or music-based sound originating from places of public assembly situated within close proximity to residential property.

The amendment defines “place of public assembly,” applies a clear audibility standard measured inside a dwelling unit with doors and windows closed, and establishes a continuous-duration threshold for enforcement. The language is content-neutral and preserves existing exemptions.

Overall, the ordinance clarifies enforcement parameters, strengthens residential quiet-use protections, and integrates seamlessly into the existing noise framework without altering other subsections of §16-12.

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** City Manager’s Office

**Approved By:** City Manager’s Office

**Attachments:** Ordinance No. 3901

**Recommendation:**

Adopt Ordinance No. 3901 and approve the emergency clause

## **ORDINANCE NO. 3901**

**AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES, CHAPTER 16 – OFFENSES – MISCELLANEOUS, ARTICLE I – IN GENERAL, SECTION 16-12 – DISTURBING THE PEACE; DISORDERLY CONDUCT; ADDING A NEW SUBSECTION TO ADDRESS NOISE FROM PLACES OF PUBLIC ASSEMBLY LOCATED NEAR RESIDENTIAL PROPERTY; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:**

### **SECTION 1. Amendment.**

That Chapter 16, Offenses – Miscellaneous, Article I – In General, Section 16-12, “Disturbing the peace; disorderly conduct,” of the Broken Arrow Code of Ordinances is hereby amended by adding a new subsection (a)(9) to read as follows (subsections not amended hereby are not set out in full and remain in effect):

#### **Sec. 16-12. Disturbing the peace; disorderly conduct.**

- (a) It shall be unlawful for any person at any time to willfully or maliciously disturb the public peace or quietude by creating any noise of such character or duration so as to be loud and unnecessary to a person of ordinary sensibilities. Such noises shall include, but not be limited to, the following:
  - (9) Places of public assembly adjacent to residential property.
    - (i) For purposes of this subsection, “place of public assembly” means any building or structure used or designed for the regular assembly of persons, including but not limited to community centers, auditoriums, parks, event centers, lodges, clubs, houses of worship, and similar facilities.
    - (ii) It shall be unlawful to operate or permit the operation of any sound amplification equipment, live or recorded music, or similar sound source in or upon a place of public assembly that is located within three hundred (300) feet of property that is zoned or used for residential purposes, in such a manner that the sound is plainly audible inside any dwelling unit on such residential property, with doors and windows closed, for a continuous period in excess of ten (10) minutes.
    - (iii) For purposes of this subsection, “plainly audible” means any sound where the bass, rhythm, or melody is clearly perceptible to a person of ordinary sensibilities inside the dwelling unit.
    - (iv) This subsection shall not apply within any specific geographical area that is otherwise exempted from the prima facie nighttime noise standards of subsection (a)(5) of this section, nor shall it be construed to limit or restrict the exemption for bells, chimes, and carillons set forth in subsection (c)(6) of this section.

**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 16<sup>th</sup> day of December, 2025.

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MAYOR

ATTEST:

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(Seal) CITY CLERK

APPROVED:



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ASSISTANT CITY ATTORNEY



# City of Broken Arrow

## Request for Action

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**File #:** 25-1747, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 12-16-25**

**Title:**

Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3901; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

**Background:**

Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

**Cost:** No Cost

**Funding Source:** None

**Requested By:** Trevor Dennis, City Attorney

**Approved By:** City Manager's Office

**Attachments:** none

**Recommendation:**

Approve the emergency clause for Ordinance No. 3901

**AMENDMENT NO. 1  
TO  
CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
DATED: 07/31/2025**

**PROJECT NAME: LIBERTY TRAIL RETAINING WALL  
PROJECT LOCATION: BROKEN ARROW LIBERTY TRAIL RETAINING WALL  
BETWEEN S ASPEN AVE AND S ELM PL, NORTH OF THE CREEK TURN PIKE  
PROJECT NUMBER: SW26050**

**1. Professional Service Provider:**

- a. Name: Building & Earth
- b. Telephone No.: 918.439.9005
- c. Address: 1403 South 70th East Ave., Tulsa, OK 74112

**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 with lump sum payments and the total compensation under this contract is Not to Exceed Ten Thousand Eight Hundred Seventy Five and No/100 (\$10,875.00) 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.

**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:  
Building & Earth

By: Michael Spurgeon  
Michael L. Spurgeon, City Manager

By: [Signature]  
Signature Principal  
Title: Marco Vicente Silvestre

Date: 12/9/2025

Name:  
Office: Tulsa, OK  
Date: Dec 1, 2025

Attest: Curtis Green  
City Clerk [Seal]



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

Date: 12/9/2025

Title: Assistant Branch Manager  
Name: Spencer Harris  
Office: Tulsa, OK  
Date: 12/1/2025

Approved as to form:

D. Graham Parker 12/9/2025  
Assistant City Attorney

#### VERIFICATIONS

State of Oklahoma )  
County of Logan ) §

Before me, a Notary Public, on this 1<sup>st</sup> day of December 2025, personally appeared Marco Vicente Silvestre, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Principal (Please circle or specify)) of Building & Earth 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

