City of Broken Arrow
Meeting Agenda
Broken Arrow Municipal Authority

Tuesday, August 18, 2026

Council Chambers
220 South 1st Street
Broken Arrow, OK

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

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

A.	26-39	Approval of the Broken Arrow Municipal Authority Meeting Minutes of August 3, 2026
B.	26-1304	Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for July 2026
C.	26-866	Approval of and authorization to execute an Agreement for the Provision of Services between the Broken Arrow Municipal Authority and the Metropolitan Environmental Trust for operation of the Broken Arrow Recycle Center and for services related to Household Hazardous Waste Collection
D.	26-1303	Approval of the annual increase to Tulsa Transfer and Recycling (TRT)'s processing fee of $85.89 per ton plus Sustainable Environmental Adjustment (SEA) fee
E.	26-1319	Approval of and authorization to execute the Engagement Letter and accompanying Standard Terms of Engagement with Hall Estill, Attorneys at Law, for providing legal representation of the City of Broken Arrow and the Broken Arrow Municipal Authority regarding a conflict with and potential litigation against Rural Water District No. 5, Wagoner County, Oklahoma
F.	26-1250	Approval of and authorization to award bid 26.169 Trucking Service to D & H Trucking & Removal LLC as the primary responsive bidder
G.	26-1255	Approval of and authorization to reject the bid received from Anchor Stone Company for Bid No. 26.168, Backfill Sand and Topsoil

H. 26-1317 Approval of and authorization to execute Budget Amendment Number 5 for Fiscal Year 2027 and approval and authorization to execute the State ARPA Interest Earnings ("SAI") grant (Project Number WL22010)

I. 26-1286 Approval of and authorization to rescind the award of Bid No. 26.161 to Symmetry Energy Solutions for natural gas commodity supply, previously approved under Agenda Item No. 26-1157

J. 26-1293 Ratification of the Claims List Check Register Dated August 10, 2026

4. Consideration of Items Removed from Consent Agenda

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

A. 26-1305 Presentation to the Broken Arrow Municipal Authority of Solid Waste and Recycling "Gold Lid Recycler" program

6. General Authority Business-NONE

7. Remarks and Inquiries by Governing Body Members

8. Remarks and Updates by City Manager and Staff

9. Executive Session

Executive Session for the purpose of confidential communications between the Board of the Broken Arrow Municipal Authority, the General Manager, its attorneys including the Authority's attorney and any outside counsel and any other pertinent staff members discussing, conferring on matters and possible action in open session pertaining to:

A pending investigation and claim, including legal considerations surrounding allegations of the Broken Arrow Municipal Authority's violation of Title 7, United States Code § 1926(b), and potential litigation involving RWD #5 related to water service to the Grove subdivision and the scope of representation of the Authority by the law firm Hall Estill under its existing engagement agreement with the Authority and any related litigation strategy under 25 O.S. § 307(B)(4).

Upon advice of the Authority's Attorney, the Board is advised that the Executive Session is necessary to protect the confidentiality of communication with legal counsel. After the conclusion of the confidential portion of executive session, the Board will reconvene in open meeting, and the final decision(s), if any, will be put to a vote.

10. Adjournment

NOTICE:

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

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

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

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

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

A paper copy of this agenda is available upon request.

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

____
City Clerk

City of Broken Arrow

Request for Action

File #: 26-39, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: August 18, 2026

Title:

Approval of the Broken Arrow Municipal Authority Meeting Minutes of August 3, 2026

Background:
Minutes recorded for August 3, 2026, Broken Arrow Municipal Authority Meeting.

Cost: None

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: August 3, 2026, BAMA Minutes

Recommendation:
Approve the minutes of the August 3, 2026, Broken Arrow Municipal Authority Meeting.

City of Broken Arrow

Broken Arrow Municipal Authority

Minutes

City Hall
220 S 1st Street
Broken Arrow, OK
74012

Monday, August 3, 2026 **Council Chambers**

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 8:11 p.m.

2. Roll Call

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

3. Consideration of Consent Agenda

A. 26-37 **Approval of the Broken Arrow Municipal Authority Meeting Minutes of July 14, 2026**

B. 26-1188 **Acknowledgement of the Streets and Stormwater Department Standard Method of Practice SSW-26-001 Routine Stormwater Maintenance Plan - Rockwood Creek Improved Channel**

C. 26-1156 **Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of June 2026**

D. 26-1158 **Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of June 2026**

E. 26-1089 **Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for May and June 2026**

F. 26-1209 **Approval of and authorization to execute Budget Amendment Number 37 for Fiscal Year 2026**

G. 26-984 **Approval of and authorization to execute a renewal agreement with Infinity Fire for Annual Fire Protection Services and Maintenance**

H. 26-989 **Approval of and authorization to execute the second renewal agreement with AYE-YAH LLC, doing business as Squeegee Squad, for window cleaning services**

I. 26-1154 **Approval of and authorization to purchase Neptune Meters from Core and Main, a sole source provider for the Purchasing Stock Warehouse**

J. 26-1182 **Approval of and authorization to execute Change Order #2 with Timber Wolf Excavating, LLC for the Oak Crest Addition Sanitary Sewer and Water Line Improvements project (S.23070)**

K. 26-1155 **Award the most advantageous proposal for Bid No. 26.161 to Symmetry Energy Solutions for Natural Gas Commodity Supply**

L. 26-1164 **Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of**

$50,000.00 or less

M. 26-1171 Ratification of the Claims List Check Register Dated July 27, 2026

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

4. Consideration of Items Removed from Consent Agenda - NONE

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

6. General Authority Business - NONE

7. Remarks and Inquiries by Governing Body Members – NONE

8. Remarks and Updates by City Manager and Staff

City Manager Michael Spurgeon thanked the utilities director and his teams and their diligence in troubleshooting and management of issues. He went on to discuss that solid waste crews are one of the most affected by the heat, and thanked them for their work.

9. Executive Session – NONE

10. Adjournment

The meeting was adjourned at 8:14 p.m.

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

_________________________ _________________________
Chairperson Secretary

City of Broken Arrow

Request for Action

File #: 26-1304, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 08-18-26

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

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

Cost: $0

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Solid Waste & Recycling Monthly Report - July 2026

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

SOLID WASTE & RECYCLING MONTHLY REPORT
JULY 2026

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

Month	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Trash routes	5:02pm	4:49pm	5:30pm	5:30pm	4:30pm	4:40pm	4:38pm	5:26pm	4:47pm	5:08pm	5:33pm	5:06pm	5:06pm	5:49pm	6:15pm	
GW Routes															4:10pm	
Recycle Routes	4:17pm	4:53pm	5:17pm	5:17pm	4:43pm	4:32pm	4:12pm	5:20pm	5:45pm	4:50pm	5:23pm	5:13pm	4:57pm	5:14pm	6:01pm	

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

Month	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Trash Tons	3576.01	3440.24	3856.81	3074.6	3159.91	3171.04	2902.14	3716.72	2937.91	2594.72	3319.07	3642.62	3415.94	3643.28	3657.82	
Recycle Tons	507.89	486.41	527.37	449.03	415.49	397.78	410.01	484.22	318.28	394.85	438.05	488.77	443.39	455.77	456.38	

Service Statistics - Routes

Missed Pickups - KPI Less than 50

Month	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Total Missed	123	110	109	140	128	100	75	202	57	83	59	70	62	99	116	

Average Stops per Month – KPI Average of 800+

Month	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Average	896	843	875	895	851	823	863	917	952	1315	1236	929	954	1127	1348	

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

Month	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Average	365808	358201	406949	342628	382929	384518	345176	418355	388340	504928	545056	401508	351007	453238	520192	

Service Statistics - Carts

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

Month	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Trash Cart Delivery	110	113	117	130	118	83	64	63	72	90	79	74	71	154	139	
Trash Cart Return	17	16	15	17	9	34	8	13	7	7	15	15	11	30	48	
Recycle Cart Delivery	98	106	95	111	85	99	76	68	76	79	70	85	80	119	138	
Recycle Cart Return	15	23	13	17	7	12	6	9	17	10	13	13	11	18	20	

Repairs – KPI reduce damage due to operator

Type	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Wheel	58	77	112	54	63	53	42	21	47	43	49	36	31	46	67	
Lids	2	7	4	5	7	4	5	6	7	4	6	8	3	3	9	
Axel	1	2	1	1	3	5	3	1	5	3	4	0	1	1	5	
Bar	3	27	2	3	2	2	0	3	2	1	2	3	0	1	4	

NEW PROGRAM – Free Dump Voucher

Type	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Voucher Supplied	119	126	113	114	111	116	108	116	103	115	185	182	175	224	195	
Voucher Used	123	97	107	88	96	96	98	84	68	74	121	113	119	144	141	

City of Broken Arrow

Request for Action

File #: 26-866, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 08-18-2026

Title:

Approval of and authorization to execute an Agreement for the Provision of Services between the Broken Arrow Municipal Authority and the Metropolitan Environmental Trust for operation of the Broken Arrow Recycle Center and for services related to Household Hazardous Waste Collection

Background:
The attached agreement for the provision of services between the Broken Arrow Municipal Authority (BAMA) and the Metropolitan Environmental Trust (The M.e.t.) provides for the operation of the Broken Arrow Recycle Center and services related to Household Hazardous Waste (HHW) collection at Tulsa's regional collection facility. This agreement would begin July 1, 2026, and end on June 30, 2027.

In addition to the collection of recyclables the agreement provides the city with 300 vouchers that would be available to Broken Arrow residents to use at the Tulsa regional collection facility. This facility collects pollutants and hazardous items from residents. The new agreement allows residents to deliver, with a voucher, 45 lbs. of material. The Broken Arrow citizen will be responsible for any additional fees for materials exceeding 45 lbs.at a cost of $1.37/lb. with the exception of automobile, boat, and lawn equipment, batteries will be accepted but will not be included in the weight.

On July 14, 2026, The M.e.t. Board of Trustees approved the fiscal year 2027 agreement which includes an overall increase of $7,472. This increase includes a net assessment increase of 1.26% to the HHW vouchers for a total of 300 vouchers to be made available for Broken Arrow citizen's use at Tulsa's regional collection facility for the fiscal year. Any unused HHW vouchers will be rolled over to the next agreement year.

Cost: $175,504 = $14,002.67 per month

Funding Source: Solid Waste and Recycling Department - Operating

Requested By: Jerry L. Schuber Sr., Director

Approved By: City Manager's Office

Attachments: Agreement for the provision of services

Recommendation:
Approve the agreement for the Provision of Services between BAMA and the M.e.t. and authorize its execution.

AGREEMENT FOR THE PROVISION OF SERVICES

THIS AGREEMENT is entered into between the Broken Arrow Municipal Authority of Broken Arrow, Oklahoma, an Oklahoma Public Trust having the City of Broken Arrow as its beneficiary (BAMA), and The Metropolitan Environmental Trust (M.e.t.) a public trust, having twelve area jurisdictions as its beneficiaries including Broken Arrow.

I. RECITATIONS

BAMA, in conjunction with its comprehensive approach to solid waste management, desires to provide for Broken Arrow citizens a waste reduction recycling program, public education concerning responsible solid waste disposal, and household hazardous waste collection.

The M.e.t. has the ability and facilities in place to continue to operate a recycling program at its depot located within the jurisdictional boundaries of Broken Arrow. The M.e.t. also has the expertise and the existing relationships to provide public education and to facilitate the collection of household hazardous waste on a regional basis.

The City of Tulsa, Oklahoma, has created a household pollutant collection facility (Facility) for Tulsa citizens to dispose of certain hazardous waste which is deleterious to the environment if disposed of incorrectly. The facility is located at 4502 S. Galveston. The City of Tulsa desires to make the facility available to area jurisdictions in a manner that is beneficial to the local environment, and consistent with Oklahoma Department of Environmental Quality MS4 water permits.

In consideration of the foregoing, as well as, mutual promises and covenants contained in this agreement, the parties agree as follows:

II. M.e.t. DUTIES

Recycling Collection

1. The M.e.t. agrees to provide recycling services at the recycling depot located within the jurisdictional boundaries of Broken Arrow as specified in this agreement. The M.e.t. will provide equipment, materials, and management of operations for recycling services at the depot location. The M.e.t. will be responsible for and will pay for electricity charges and trash service at the depot location.

2. The parties reserve the right to change the location of the existing depot or to add depots upon mutual agreement reduced to writing and signed by each.

3. The M.e.t. shall maintain records showing the types and quantities of materials recycled at the depot, the expenditures for the operation of the M.e.t. depot program,

revenue and cost generated from the sale of recyclable materials and any other record which is required by local ordinance, state law, federal law, or regulation. Reports shall be made available at the M.e.t. monthly board meetings or upon request and reasonable notice at the M.e.t.'s place of business during normal business hours.

4. It is understood by the parties that the M.e.t. will enter into contracts with organizations that provide employment opportunities for adults with disabilities to staff the recycling depot. The hours of operation and the number of workers present at each depot will be dependent upon the contract with the organization and the volume of the stream of recyclables at the depot.

Public Education

5. The M.e.t. will promote the responsible disposal of solid waste and hazardous materials through messages to the public on television, radio, newspaper and social media; speeches to civic groups; information booths at public events; promotion of green businesses located within Broken Arrow; anti-littering campaigns; and the importance of composting to divert green waste from the public waste stream.

6. The M.e.t. will conduct a one-time event for the collection of tires, fire extinguishers, or other items not otherwise routinely collected by the M.e.t, at a regional location designed to attract citizens of Broken Arrow.

7. The M.e.t. will conduct the Enviro Expo event, or a similar event, which promotes area businesses and organizations dedicated to recycling and environmental responsibility.

III. HOUSEHOLD HAZARDOUS WASTE COLLECTION

8. The M.e.t. will make 300 vouchers available for the Tulsa Facility to hazardous household waste from utility customers of Broken Arrow.

9. Vouchers will be managed by the City of Broken Arrow's Solid Waste and Recycling Department (the "Department"). The Department agrees to work with Tulsa and will keep track of the name of the citizen, address, and the type of materials to be delivered. The Department will educate the Broken Arrow customer on the existence of the local recycling depot and items they can take there rather than at Tulsa's Household Pollutant Facility including the convenience and its reduction in the weight at the HHP facility. The Department will instruct utility customers to bring with them valid identification that will match the name shown on the voucher form and prove residency in the area jurisdiction. The Department will instruct the utility customer as to the consequences of including poundage exceeding **45 pounds**, or different items than scheduled for the voucher.

10. Tulsa will receive, weigh, and process the materials presented at the facility by citizens that have a voucher. Tulsa reserves the right to reject any materials that do not appear as acceptable on Exhibit A. Tulsa will not receive materials from any utility customer of Broken Arrow that does not have a voucher.

11. Tulsa will charge the M.e.t. a fee for the disposal of up to 45 lbs. The Broken Arrow utility customer will be responsible for any additional fees for materials exceeding 45 lbs. at a cost of **$1.37/lb**. provided that automobile, boat, and lawn equipment batteries will be accepted, but will not be included in the weight.

12. The M.e.t. will pay Tulsa for the vouchers out of the funds provided to it under this agreement.

13. BAMA authorizes the M.e.t. to make vouchers available for its utility customers to use the Tulsa facility plus any carryover vouchers from **Fiscal Year 2025-2026**. Additional vouchers may be authorized in writing upon receiving notice and agreed arrangements for payment from BAMA or its designee.

14. The M.e.t. will deliver to BAMA at the M.e.t. Board meeting, a monthly itemization showing the total number of vouchers. The poundage and types of waste received, as well as the unanticipated items and excess poundage that were paid for by the citizen will be provided to BAMA upon request.

<u>Excess Poundage, Unanticipated Products, Excess Number of Visits</u>

15. The parties anticipate that citizens may arrive at the facility with different poundage or different products than they disclosed when making the vouchers. The parties also anticipate that it may have more participation than anticipated and budgeted in this agreement.

16. In the event that the citizen has materials in excess of 45 pounds excluding batteries, Tulsa will require that the citizen pay Tulsa for the overage at the time they appear at the facility. The M.e.t. will not be responsible and will not pay for materials in excess of 45 pounds delivered by a citizen at an appointment. The M.e.t. will instruct the citizen as to the consequences of including more poundage, prior to arrival at the facility.

17. If the citizen includes materials routinely accepted at M.e.t. such as motor oil, batteries, cooking oil and grease, the M.e.t. will direct the citizen to deposit those materials at the M.e.t. recycling depot.

<u>IV. PAYMENT</u>

18. BAMA will pay the M.e.t. a total of **$168,032** payable in monthly installments within 30 days after the receipt of invoices from the M.e.t. In the event that BAMA authorizes

appointments at the Tulsa Facility in excess of the number agreed to above, BAMA will pay the M.e.t. in advance or in a mutually agreed upon manner for an additional number of appointments at the rate of **$62** per appointment. Unused appointments shall roll over to the next contract year.

V. TERM

19. The term of this Agreement shall commence on **July 1, 2026,** and conclude on **June 30, 2027**. This agreement may be renewed for a period equal to the initial term upon written agreement to the extension, signed by both parties. In no event shall an extension term be longer in duration than 1 year.

VI. TERMINATION

20. This agreement may be terminated by either party for cause after notice and an opportunity has been given to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to, failure to comply with the provisions of this agreement, any applicable laws, ordinances or material regulations or guidelines; one party has been unduly dilatory in executing its duties under this agreement; or non-payment. In the event of termination, the M.e.t. shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination. The M.e.t. shall make all necessary efforts to mitigate the damages caused by the termination.

21. Neither forbearance nor payment by either party shall constitute waiver of any remedies for any default or breach that exists then or occurs later.

VII. DISCLAIMER OF AGENCY

22. In the performance of this agreement, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other except as expressly set out in this agreement.

VIII. AMENDMENT

23. This agreement may be amended only in writing and signed by all parties.

IX. SEVERABILITY

24. If any provision under this agreement, or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect

without the invalid provision or application.

X. ENTIRETY OF THE AGREEMENT & VENUE

25. This Agreement sets forth the entire understanding of the parties and supersedes any oral agreements. The terms of this agreement shall be interpreted and construed under the laws of the State of Oklahoma.

THIS AGREEMENT may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

Broken Arrow Municipal Authority

____
(title)
Attest:

____
Clerk

Date:___________________________
(seal)

Approved as to form:

____
Attorney

The M.e.t.

James S Rea
(title) James G Rea Chairman

Attest:

Ellen Bussert
Secretary

Date: 7-14-2026

Approved as to form:

Madeleine Cook
Attorney

Exhibit A – Accepted and Non-Accepted Household Hazardous Waste

The waste list below is to be accepted by Tulsa from outside jurisdictions through services provided by The M.e.t.

- Fluorescent and CFL Light Bulbs
- Oil Based Paints and Paint Thinner
- Latex Paint*
- Flammable Liquids
- Lawn Chemicals
- Automotive Fluids
- Cooking Oil/Grease
- Aerosols
- Household and Car Batteries
- Household Cleaners
- Pool Chemicals

The listed wastes below are not accepted by Tulsa.

- Industrial or Commercially Generated Waste (including non-hazardous waste)
- Medical or Biomedical Waste
- Asbestos
- Food or Organic Waste
- Radioactive Material
- Ammunition/Explosives
- Electronics
- Tires
- Compressed Gas Cylinders
- Unknown Materials or Substances

**Since latex paint is not harmful to the environment and due to budgetary concerns, M.e.t. staff encourages Broken Arrow citizens to dry out their latex paint and not bring it to the facility.*

City of Broken Arrow

Request for Action

File #: 26-1303, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 08-18-2026

Title:

Approval of the annual increase to Tulsa Transfer and Recycling (TRT)'s processing fee of $85.89 per ton plus Sustainable Environmental Adjustment (SEA) fee

Background:
On September 15, 2020, BAMA entered into a contract with Tulsa Transfer and Recycling (TRT) for curbside recycling processing services. The agreement provided for the processing of recyclables and expires June 30, 2030, with a potential option to renew the Agreement for up to four (4) additional years, exercised as two (2) renewals periods, each consisting of two (2) years.

Section 18.1.2 of the Agreement for Processing and Marketing of Program Recyclable Materials states an annual rate adjustment of three percent (3.00%) per year. Accordingly, Tulsa Recycle & Transfer, Inc. requests that the current Processing & Marketing Fee of $83.39 per ton per the agreement be increased by 3.00% or $2.50 per ton to $85.89 per ton, effective October 1, 2026.

Under this agreement, BAMA will pay TRT $85.89 for every ton of Program Recyclable Materials, including rejects delivered by BAMA to the Recycling Facility. This covers the Recycling Contractor's processing costs. In addition to the processing cost, a Sustainable/Environmental Adjustment (SEA) fee is added. The SEA fee may vary monthly. BAMA will receive eighty percent (80%) of the revenue from the Program Recyclables which will be applied to the processing fee. The requested 3% increase is appropriate per the Agreement.

Staff recommends approval of the contractual increase.

Cost for this service is funded from the Solid Waste and Recycling department budget and incorporated into the rate model.

Cost: Recycling - $12,500 annual increase (Based on a projected 5,000 tons)

Funding Source: Solid Waste and Recycling Operational Accounts

Requested By: Jerry L. Schuber Sr., Director

Approved By: City Manager's Office

Attachments: Annual rate adjustment letter from TRT dated August 11, 2026

Recommendation:

Approve the processing fee rate increase to $85.89 for recycling processing plus Sustainable Environmental Adjustment (SEA) Fee.

August 11, 2026

Tulsa Recycle & Transfer, Inc.
1150 N. Peoria Ave., Tulsa, OK 74106-4901
Tel (918) 382-7284
Kelly.vickers@awcok.com
www.FeedMr.Murph.com

Assistant City Manager

Attn: Broken Arrow Municipal Authority (BAMA)
CITY OF BROKEN ARROW, OKLAHOMA
220 S. First St.
Broken Arrow, OK 74012

Re: Annual Fee Adjustment – Processing/Marketing Fee

Gentlemen:

Section 18.1.2 of the Agreement for Processing and Marketing of Program Recyclable Materials entered into between Broken Arrow Municipal Authority and Tulsa Recycle & Transfer, Inc., as of September 15, 2020, provides that the Processing & Marketing Fees due Tulsa Recycle & Transfer, Inc., as amended, be increased each September.

Section 18.1.2 of the Agreement for Processing and Marketing of Program Recyclable Materials states an annual rate adjustment of three percent (3.00%) per year. Accordingly, Tulsa Recycle & Transfer, Inc. requests that the current Processing & Marketing Fee of $83.39 per ton shown on Appendix A to the above agreement be increased 3.00% or $2.50 per ton to $85.89 per ton, effective October 1, 2026.

Respectfully,

CEO – American Waste Control, Inc.

cc: Contract Administrator
General Services Director

City of Broken Arrow

Request for Action

File #: 26-1319, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 08-18-2026

Title:

Approval of and authorization to execute the Engagement Letter and accompanying Standard Terms of Engagement with Hall Estill, Attorneys at Law, for providing legal representation of the City of Broken Arrow and the Broken Arrow Municipal Authority regarding a conflict with and potential litigation against Rural Water District No. 5, Wagoner County, Oklahoma

Background:

The City of Broken Arrow and the Broken Arrow Municipal Authority require specialized outside legal counsel in connection with an existing conflict and potential litigation involving Rural Water District No. 5, Wagoner County.

On July 24, 2026, Hall Estill transmitted an Engagement Letter (attached) confirming the firm's willingness to provide professional legal services under the firm's Standard Terms of Engagement for Legal Services (also attached). Bryan J. Nowlin will serve as the primary Relationship Attorney.

The Engagement Letter sets the following discounted hourly rates for the attorneys expected to work on the matter:

Bryan J. Nowlin	$395.00 per hour maximum
Logan L. James	$300.00 per hour maximum
Connor M. Andreen	$240.00 per hour maximum
Zachary W. Brewer	$190.00 per hour maximum

Fees are based on actual time expended (recorded in tenths or quarters of an hour) and are not contingent. Payment is due within 30 days of invoice. The representation is limited to the matters described in the Engagement Letter; any expansion of scope would require additional written authorization.

This engagement is consistent with prior City and Authority practice of retaining specialized outside counsel for complex or specialized matters (e.g., workers' compensation outside counsel agreements previously approved by Council). The City Attorney's Office has reviewed the Engagement Letter and Standard Terms and finds them acceptable under applicable Oklahoma law and the City's procurement and legal-services practices.

Routine costs such as copying and postage are addressed in the Agreement. Costs and fees for this matter will be paid by the City as incurred.

Cost: As incurred

Funding Source: BAMA-General Government

Requested By: Trevor Dennis, City Attorney

File #: 26-1319, **Version:** 1

Approved By: General Manager's Office

Attachments: Engagement Letter dated July 24, 2026
Hall Estill Standard Terms of Engagement for Legal Services

Recommendation:
Approve the Engagement Letter and Standard Terms of Engagement with Hall Estill, and authorize the Chairperson (or designee) and City Clerk to execute the Engagement Letter on behalf of the Broken Arrow Municipal Authority.

HALL
ESTILL
ATTORNEYS AT LAW

Bryan J. Nowlin
521 East 2nd Street, Suite 1200
Tulsa, OK 74120
Direct Dial: (918) 594-0602
bnowlin@hallestill.com

July 24, 2026

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

Re: Engagement of Hall, Estill, Hardwick, Gable, Golden and Nelson, P.C.

Dear Ms. Brunette:

Thank you for selecting Hall, Estill, Hardwick, Gable, Golden & Nelson, P.C. ("Hall Estill") to provide professional legal services to the City of Broken Arrow and the Broken Arrow Public Works Authority for representation regarding a conflict with and potential litigation with Rural Water District No. 5, Wagoner County. I will be your primary contact responsible for putting together an internal "legal partnership" that will offer the most current, cost-effective, strategic counsel possible.

The purpose of this letter, as well as the accompanying "Terms of Engagement," is to confirm our understanding regarding the services Hall Estill has been engaged to provide. We believe an understanding of such matters at the outset is conducive to a harmonious, professional relationship. Consequently, we encourage you to review these documents carefully and contact me as soon as possible with any questions you might have.

It is our understanding that you have retained Hall Estill to represent the City of Broken Arrow and the Broken Arrow Public Works Authority in the matters described above. Should you need additional legal services, please know that we offer our clients exceptional value and quality representation in a multitude of practice areas, which we would be happy to discuss with you in further detail.

At the present time, we anticipate that the following professional will be involved in providing the services you require. Those individuals and their respective hourly rates are listed here:

Professional	Discounted Hourly Rate
Bryan J. Nowlin	$395.00
Logan L. James	$300.00
Connor M. Andreen	$240.00

Zachary W. Brewer $190.00

If you have any questions regarding Hall Estill's engagement and the procedures for payment of services rendered and expenses incurred, please call me as soon as possible. If, after any billing for services rendered, we do not hear from you within 30 days from your receipt of our statement, we will presume that you are in agreement with the charges.

We appreciate the opportunity to provide legal services for you and look forward to continuing our relationship. As a reminder, Hall Estill is a full service law firm serving clients with a variety of legal needs, including bankruptcy, corporate services, energy/natural resources, environmental services, family law, real estate, intellectual property, labor/employment, litigation, and tax; and nearly 140 lawyers in five office locations (Tulsa, Oklahoma City, Denver, Fayetteville, and Bentonville, Arkansas). As such, should you need legal services in other jurisdictions or areas of expertise in addition to what we are providing with respect to this engagement, do not hesitate to inquire.

Thank you again for choosing Hall Estill to represent you. Please indicate your acceptance of these terms by signing one copy of this letter and returning it to me for our file.

Very truly yours,

Bryan J. Nowlin

I have read the Engagement Letter, understand the terms and agree to abide by them.

By:____________________________

Date:___________________________

APPROVED AS TO FORM:

____

~~Deputy~~ City Attorney

HALL, ESTILL, HARDWICK, GABLE, GOLDEN & NELSON, P.C.

Standard Terms of Engagement for Legal Services

Introduction

This statement contains the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter to which this statement is attached (collectively, "Engagement Letter"). Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain a copy of the Engagement Letter in your file.

Scope of Hall Estill's Representation

The scope of legal services we will provide is described in the accompanying letter. Any questions that you have about that scope of services should be addressed to us immediately.

We will at all times act on your behalf to the best of our ability. Depending upon the scope and requirements of the engagement, we may perform certain services in a jurisdiction other than where our attorneys are admitted, and you agree to the performance of these services. Any expressions on our part concerning the possible outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such expressions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity we represent is the person or entity that is identified in our Engagement Letter and does not include any affiliates of such person or entity, unless specifically referred to.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of the specific services that you have retained us to perform in this engagement. This will not affect any obligations we might have with respect to the maintenance of client confidential information or with respect to the attorney-client privilege. If you later retain us to perform additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time.

You agree to cooperate fully with us and to promptly provide all material information known or available to you relevant to our representation.

Approach to Providing Services

Customarily, a Relationship Attorney serves each of our clients. The Relationship Attorney should be someone in whom you have confidence and with whom you enjoy working; you should assume the attorney sending the Engagement Letter is the designated Relationship Attorney for this matter. You are free to request a change of Relationship Attorney at any time.

Subject to the supervisory role of the Relationship Attorney, other attorneys and support personnel in the Firm may perform the work or parts of it. Such delegation may be for the purpose of involving attorneys or support personnel with special experience or expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and support personnel who work on your matters. If you are concerned about our performance or the performance of the Relationship Attorney, you may call our President, Stephen W. Ray at (918) 594-0415, or Jason Fiscus, our Executive Director, at (918) 594-0525.

Methods of Communication

We are mindful of our obligation to preserve the client's confidential information. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement.

The exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view.

As part of these general issues, please be aware that (1) e-mail communication is not a secure method of communication in all circumstances; (2) any e-mail that is sent to the client or by the client may be copied and held by various computers that it passes through as it goes from the sender to the recipient; and (3) persons not participating in our communication may intercept such messages by improperly accessing the client's computer or the lawyer's computer, or even some computer not related to either the client or the law firm which the e-mail passes through. However, it has been our experience that most current business communications are accomplished by electronic means. Hall Estill will assume that you have no objections to such communications and consent to receive communications via electronic means unless you notify us in writing to the contrary.

Establishment of Fee Structure

In determining the amount to be charged for the legal services we provide to you, we will consider:

1. The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services properly;

2. The fees customarily charged in the community for similar services and the value of the services to you;

3. The likelihood that our representation will preclude other employment by the Firm;

4. The amount of money or value of property involved and the results obtained;

5. The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive or other emergency relief, or substantial disruption of other office business;

6. The nature and longevity of our professional relationship with you; and

7. The experience, reputation and ability of the attorneys performing the services.

Among these factors, the time and effort required are typically weighed most heavily. We will keep contemporaneous records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf and other related matters. We record our time in units of tenths and quarters of an hour, depending upon the attorney involved and any specific requests you may make.

The hourly rates of our attorneys and support personnel have an important bearing on the fees we charge. The range of our hourly rates for attorneys, including Shareholders, Associates, Special Counsel and Of Counsel, as well as Paralegals is set to reflect current levels of experience, changes in overhead costs and other factors. These rates are adjusted periodically, typically on an annual basis. We are often asked to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. If requested we will endeavor to furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not, unless otherwise agreed, a maximum or fixed-fee quotation.

The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services (for example, a simple business incorporation), we may quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client.

Generally speaking, our fees are not contingent and payment is due within 30 days of your receipt of our invoice or statement. In undertaking representation of a client on a contingent fee basis, any such contingent fee arrangement must be reflected in a separate written contingent fee agreement.

Potential Conflicts Regarding Affiliates

You agree that our representation of you in this matter does not give rise to an attorney-client relationship between Hall Estill and any of your affiliates, unless specifically set forth herein. You also agree that during the course of our representation of you, we will not be given any confidential information regarding any of your affiliates unless you believe it necessary to do so.

In such circumstances, you agree to identify such information as being confidential and discuss your reasons for revealing it with us prior to disclosing the information. Accordingly, in most instances, representation of you in this matter will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of your affiliates. If such conflicts do arise you agree that you will not unreasonably withhold your written consent to a waiver of such conflicts.

Services We Expressly Do Not Provide to You

Members of our Firm, whether attorneys, paralegals, or other persons employed by the Firm, are from time to time serving in elected or appointed positions with various governmental or regulatory bodies at the federal, state, county, municipal or local level. Such service could include, but is not limited to, service in the state legislature, as a board member of a state agency, board, or commission, or the executive branch of state government, as a county commissioner, mayor, city council member, alderman, as a member of a planning and/or zoning board in charge of land use and entitlement issues, or a board of adjustment or variance.

Members of our Firm must discharge those duties without regard to their employment or association with the Firm, and more importantly, it could be a prohibited conflict of interest for them to give any special consideration, benefit or access to you or any other client of the Firm by virtue of your engagement of the Firm in any capacity, including the actual lobbying of any such governmental body or agency. Accordingly, you acknowledge and confirm that this engagement of the Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of such persons in elected or appointed positions.

You also understand that in the course of such public service these persons may be called upon to take positions, cast votes, adopt rules and regulations or otherwise act in a manner adverse to your actual or perceived business interests, and you acknowledge that such events are not conflicts of interest or ethical violations of the Firm's duties to you as a client.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payment upon receipt of your invoice. Such payment should be received by us within 30 days from the date of your receipt of invoice.

Moreover, you agree that your obligation to pay our fees is not dependent on the outcome of our legal representation.

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may terminate the representation. In litigation matters, our ability to terminate or withdraw from the case may be subject to court approval. We reserve the right to pursue collection of any unpaid balance of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Additional Charges

Typically, we will charge our clients not only for legal services rendered, but also for other ancillary services provided. Examples include long distance telephone, travel expenses, legal courier charges, overnight carrier charges, computerized research services, and the use of our facsimile, laser printing and photocopy machines. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. For many of these items, the true cost of providing the services is difficult to establish.

We are constantly striving to maintain these charges at rates that are lower than those maintained by others in our markets, in some instances the amounts charged may exceed the actual costs to the Firm.

In addition, we generally will disburse funds on your behalf for filing fees, overnight deliveries, necessary travel and other miscellaneous items as required to complete the scope of our services. We will bill you at actual cost for these types of expenses.

When disbursements are significant, we often request that you pay the vendor direct. Fees and expenses of others, such as governmental verification, lien searches, consultants, appraisers and local counsel, are required to be paid directly by you unless agreed otherwise.

We do not regularly bill for our clerical or administrative staff directly to the client. These employees and their efforts are considered as overhead and calculated into the hourly rates of the professionals who may provide services to you. Secretarial or administrative overtime is only passed through to the client when deadlines or extraordinary circumstances related to the client's representation necessitate the overtime work.

Retainer and Clients' Funds

In accordance with Firm policy, we may have asked you to provide a retainer deposit, and the Engagement Letter will state the amount of the retainer and any special agreement regarding the retainer. By providing a retainer, you grant us a security interest in the amount of the retainer deposit. Typically, the retainer is equal to the fees and costs likely to be incurred during a two-month period of anticipated peak activity on your behalf. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services, and you will be expected to pay our bills within 30 days as provided above. If our bills are not timely paid, we may apply the retainer to those unpaid bills.

At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or any appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expected expenses and fees on at least a two-month basis, it may have to be increased. Any understanding regarding a retainer deposit, which is inconsistent with the foregoing, must be expressly confirmed in the Engagement Letter or subsequent written communication from us.

Retainer deposits will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after the representation is concluded will be returned to you.

All retainers and clients' funds are held in clients' funds accounts in trust for your benefit at qualified financial institutions in accordance with our ethical obligations in the states where we regularly practice. The name and address of the financial institution holding your funds will be provided to you upon your request.

If the deposit, whether it be a retainer or other amount which we will hold for you, represents a significant amount and/or will be held for a long period of time, the deposit may, at your request, be placed in a segregated account (or other form of investment approved by you) provided that you supply us with a tax identification number and other necessary information. Interest earned on the segregated clients' funds account will be added to the deposit for your benefit and will be included in your taxable income.

When the funds are small or are to be held for only a short period of time, it is our practice to place the funds in a pooled account maintained in accordance with State Bar of Oklahoma rules. Unless you instruct us otherwise, we will follow the above practices with respect to client funds held on your behalf.

Making Retainer or Bill Payments

Instructions regarding how to pay a bill with either an ACH or wire transfer may be found at the end of these Terms. Likewise, instructions regarding how to pay a retainer using a wire transfer for each of our office locations may be found on pages two and three of the addendum.

If mailing a payment or retainer by check, please mail to:

Hall, Estill, Hardwick, Gable, Golden & Nelson, P.C.
521 East 2nd Street, Suite 1200
Tulsa, OK 74120

See also our online Payment Portal tab at hallestill.com. Please note that if paying by credit card, a 2% processing fee will be added to your total. This processing fee covers a portion of the actual cost charged by the card processor and reflects actual costs incurred by the firm. Debit cards, prepaid cards, and trust account transactions are not charged a processing fee.

Questions about Your Bill

If you disagree with the amount of our fee, please take up the question with your Relationship Attorney or with our President or Executive Director. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality.

Ending Your Relationship with Us

You may terminate our representation at any time, with or without cause, by notifying us. If we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests with respect to the scope of our representation. If permission for withdrawal is required by court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you.

Unless previously terminated, our representation of you with respect to the agreed upon scope of representation will terminate upon sending you our final statement for services rendered relative to the specific engagement undertaken. Following such termination, any otherwise nonpublic information you have supplied to us, which is retained by us, will be kept confidential in accordance with applicable rules of professional conduct.

Your papers and property will be returned to you upon receipt of payment for outstanding fees and costs unless a court orders otherwise. We will retain our own files, including lawyer work product, pertaining to the representation. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us five years after the termination of the engagement.

You are engaging us to provide legal services in connection with an agreed upon scope of representation. After completion of the representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities.

Unless you actually engage us to provide additional advice on issues arising from this representation, we have no continuing obligation to advise you with respect to future legal developments.

HALL
ESTILL
ATTORNEYS AT LAW

TO PAY A BILL, please refer to the banking instructions below.

ACH Transfer Instructions

Bank Name:	Bank of Oklahoma
Bank Address:	P. O. Box 2300 Tulsa, OK 74192
Routing Number (ABA):	103900036
Beneficiary Account Number:	103443860
Beneficiary Name and Address:	Hall, Estill, Hardwick, Gable, Golden & Nelson, P. C. OPERATING Account 521 E 2nd Street, Suite 1200 Tulsa, OK 74120
Reference:	Client/Matter Number or Name/Invoice Number
Email Remittance:	Accounting@hallestill.com

Wire Transfer Instructions

Bank Name:	Bank of Oklahoma
Bank Address:	P. O. Box 2300 Tulsa, OK 74192
SWIFT Number for International Wires:	BAOKUS44
Wire Routing Number (ABA Number):	103900036
Beneficiary Account Number:	103443860
Beneficiary Name and Address:	Hall, Estill, Hardwick, Gable, Golden & Nelson, P. C. OPERATING Account 521 E 2nd Street, Suite 1200 Tulsa, OK 74120
Reference:	Client/Matter Number or Name/Invoice Number

If mailing by check, please mail to: Hall, Estill, Hardwick, Gable, Golden & Nelson, P. C.
521 E 2nd Street, Suite 1200
Tulsa, OK 74120

HALL ESTILL
ATTORNEYS AT LAW

TO PAY A RETAINER TO OUR TRUST ACCOUNTS, please refer to the banking instructions below.

Oklahoma Wire Transfer Instructions

Bank Name:	Bank of Oklahoma
Bank Address:	P. O. Box 2300 Tulsa, OK 74192
SWIFT Number for International Wires:	BAOKUS44
Wire Routing Number (ABA Number):	103900036
Beneficiary Account Number:	205997741
Beneficiary Name:	Hall, Estill, Hardwick, Gable, Golden & Nelson, P. C. TRUST Account 521 E 2nd Street, Suite 1200 Tulsa, OK 74120
Reference:	Client/Matter Number or Name/Invoice Number

If mailing by check, please mail to: Hall, Estill, Hardwick, Gable, Golden & Nelson, P. C.
521 E 2nd Street, Suite 1200
Tulsa, OK 74120

City of Broken Arrow

Request for Action

File #: 26-1250, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 08-018-2026

Title:

Approval of and authorization to award bid 26.169 Trucking Service to D & H Trucking & Removal LLC as the primary responsive bidder

Background:
To maintain reliable, timely, and cost-effective hauling services, the Streets and Stormwater Department and the Utilities Department requested the solicitation of trucking services on an as-needed basis. The Purchasing Department issued Bid No. 26.169, which was sent to seven qualified vendors and opened on July 15, 2026. The City of Broken Arrow received one response.

After reviewing the bid, staff determined that D & H Trucking & Removal LLC was the sole responsive bidder. Awarding the bid will provide both departments with the flexibility and service reliability necessary to meet hauling needs during periods of high demand or scheduling conflicts.

This contract will be available for use by the Streets and Stormwater Department and the Utilities Department. Funding for these services is available in various Streets and Stormwater and Utilities accounts.

Cost: Rate as set outlined in the agreement

Funding Source: Various Street and Stormwater and Utilities Accounts

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager’s Office

Attachments: 25.169 Signed Bid Tab, 26.169 Bid Doc’s, D&H Trucking & Removal LLC Bid Doc’s

Recommendation:

Approval of and authorization to award bid 26.169 Trucking Service to D & H Trucking & Removal LLC as the primary responsive bidder Click here to enter text.

BROKEN ARROW
Where opportunity lives

26.169-Trucking Service	
This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.	
Price Summary - Rates and Charges	**D & H Trucking & Removal, LLC**
End Dump (rate per hour)	$ 144.99
Flat Bed Trailer with Walls (rate per hour)	$ 210.99
Bobtail (rate per hour)	$ 114.99
Detachable Lowboy Trailer (rate per hour)	$ 154.99
Note:	Diesel Price-$4.80*4= $/hour surcharge
Notary Public Commission Expires	**2/26/2028**

26.169-Trucking Service
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (7) Vendors with (1) Vendor responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze | 7/31/2026

Ryan Baze, General Services Director | **Date**

BIDDERS NAME: D & H Trucking & Removal LLC

ATTACHMENT A - PRICING SUMMARY

RATES AND CHARGES

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

Trucking Service Delivery	Rate per hour $
End Dump	$ 144.99
Flat Bed Trailer with Walls	$ 210.99
Bobtail	$ 114.99
Detachable Lowboy Trailer	$ 154.99

1.List fuel surcharge pricing.

Diesel Price - $4.80 * 4 = $/hour surcharge. $________

2.List other optional services along with pricing.

________ $________

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

____

Comments/Notes:

Email Address: dhtrucking@frostinbox.com

Telephone Number: 918-857-8784 Ext.

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

343/22 10 [redacted] P 112

RECEIVED 04/15/2025 11:08PM

QuestCDN Number: 10253630 Trucking Service Bid Number: 26.169

BIDDERS NAME: D & H Trucking & Removal LLC

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number: 26.169 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

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

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

Complete Legal Name of Bidder: D & H Trucking & Removal LLC

Date: June 24, 2026

Company Name: D & H Trucking & Removal LLC

Address: 1391 E 166th St N.

Collinsville | OK | 74021

City | State | Zip Code

Email: dhtrucking@frostinbox.com

X Deon Higgins Official Title: President

Please print or type name clearly: DEON HIGGINS

Telephone: 918-857-8784 Fax Number: 918-371-6050

Federal Tax ID Number: 48-1057178

Subscribed and sworn to before me this 24 day of June 20 26

My Commission Expires: February 26, 2028 Notary Public

Notary Public (or Clerk or Judge)

Notary Stamp Here

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

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

BIDDERS NAME: D & H Trucking & Removal LLC

ATTACHMENT C - REFERENCES

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

Contact Name: Gradeline Construction

Telephone: 918-636-9055

Contact Name: Anna Title: Manager

Address: 367704 E 5020 RD

City	State	Zip Code
CLEVELAND	OK	74020

Email Address: anna@gradeline.net

Contact Name: Ark Wrecking

Telephone: 918-633-4453

Contact Name: Chris Title: Manager

Address: 1800 S 49th W Ave

City	State	Zip Code
Tulsa	OK	74107

Email Address: N/A

Contact Name: Magnum Construction

Telephone: 918-251-8667

Contact Name: Nick Title: Manager

Address: 2501 N Hemlock Ct

City	State	Zip Code
Broken Arrow	OK	74012

Email Address: bids@magnumconstruction.com

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

BIDDERS NAME: D & H Trucking & Removal LLC

ATTACHMENT D - INTEREST AFFIDAVIT
The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

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

N/A

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

x Deon Higgins

Subscribed and sworn to before me this 24 day of June 2026

My Commission Expires: February 26, 2028

Notary Public (or Clerk or Judge)

Notary Stamp Here:

SHELLY MACKAY NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

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

BIDDERS NAME: D & H Trucking & Removal LLC

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Deon Higgins, of lawful age, being first duly sworn, on oath says:

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

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

2. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
   - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer,
   - b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
   - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X Deon Higgins

Subscribed and sworn to before me this 24 day of June 2026

My Commission Expires: February 26, 2026

~~Notary Public~~

Notary Public (or Clerk or Judge)

Notary Stamp Here:

SHELLY MACKAY NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

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

CITY OF BROKEN ARROW

June 19, 2026

Bid Name: Trucking Service
Bid Number: 26.169
QuestCDN Number: 10253630
Bid Opening Date: July 15, 2026, at 10:00 am CST
Published in TulsaWorld: June 23, 2026 and July 1, 2026

Trucking Service

The City of Broken Arrow is inviting proposals to provide an **Trucking Service** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

To participate in the solicitation and review process, please choose using an online bid, email bid, or mailing in your paper bid. You can submit bids online at QuestCDN.com. You can email them to twalters@brokenarrowok.gov or mail them (see section 13). All mailed bids must arrive no later than Bid Opening Date: July 15, 2026, at 10:00 am CST.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Broken Arrow City Council Meeting. Purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities; therefore, it should be noted that all other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. The successful proposer shall understand; however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the City of Broken Arrow City Council.

Questions or additional information requests should be directed to the City of Broken Arrow
City of Broken Arrow - Purchasing Department
Attention: Blake Dampf, Purchasing Manager
918-259-7000 ext. 7366

PURPOSE: City of Broken Arrow is seeking proposals for the **Trucking Service** for the City of Broken Arrow according to the terms and conditions set forth in this Bid Number: 26.169 with QuestCDN Number: 10253630.

1. **CONTRACT AWARD:** The City of Broken Arrow reserves the right to select the most advantageous bid and may award multiple vendors the contract at the discretion of the Broken Arrow City Council.

2. **PERIOD OF CONTRACT PERFORMANCE (Annual contracts only)**: The period of performance for services subject to this solicitation and any resulting contract shall be from award through June 30, 2025, to include at the option of the City of Broken Arrow, one-year annual renewal periods:

   7/1/2026 to 6/30/2027
   7/1/2027 to 6/30/2028
   7/1/2028 to 6/30/2029
   7/1/2029 to 6/30/2030
   7/1/2030 to 6/30/2031

3. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: **Blake Dampf, Purchasing Manager.**

4. **QUESTIONS REGARDING THE BID**: Questions regarding this bid can be submitted electronically through QuestCDN or via email bdampf@brokenarrowok.gov. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Number: 10253630, and use the Q&A feature associated with the project listing.

   All questions must be submitted within 24 hours prior to the Bid Opening Date, and you must specifically reference the section of the bid documents in question. Questions received after this deadline may not be addressed.

   Responses to all properly submitted questions will be posted on QuestCDN and distributed to all known Planholders to ensure a fair and transparent process. **Only information provided through QuestCDN's Q&A feature and formal addenda shall be considered official.** Any changes to the bid documents will be issued as written addenda to the solicitation, and no verbal statements or answers will modify the terms or conditions of the bid.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing an **Trucking Service** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.

6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:

   - The prices offered in response to this RFP on Attachment A are to remain constant throughout the contract period and eligible renewal periods.
   - A Standard Operating Procedure (SOP) must be listed.
   - Vendor must be able to deliver all materials to the jobsite or desired location.

- Vendor must have a minimum of two years' experience in the related field listed in this RFP.

- Resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within ten (10) working days from notification.

- Provide sales representatives, as well as inside customer service personnel, who are knowledgeable of the instruments and responsive to customer needs.

- Value added services must be listed in Attachment A.

- Vendor must have all the following equipment such as end dump truck, flat bed with barrier walls, bobtail, and detachable low boy trailer.

- **END DUMP TRUCK REQUIREMENTS**:
  Vendor must have a truck capable of hauling aggregates, asphalt, rip rap, dirt, sand, and demo debris.

- **FLAT BED WITH BARRIER WALLS REQUIREMENTS**:
  Vendor must have a flat bed with barrier walls capable of hauling materials such as sod, trees, and pipe.

- **BOBTAIL REQUIREMENTS**:
  Vendor must have a bobtail capable of hauling materials such as aggregates, asphalt, rip rap, dirt, sand, and demo debris.

- **BOBTAIL REQUIREMENTS**:
  6.5.1 Vendor must have a flat bed with barrier walls capable of hauling materials such as sod, trees, and pipe.

7. INSURANCE:

7.1. The contractor shall keep in force during the time of the contract policies of insurance in minimum amounts as set forth below or as required by the laws of the State of Oklahoma, not to exceed the maximum amount of the City's liability under the Governmental Tort Claims Act. Public liability and automobile liability (owned, hired and non-owned in the limits) set forth below:

• Personal Injury, each person	$100.000.00
• Personal Injury, each occurrence	$2,000,000.00
• Properly Damage, each person	$25,000.00
• Property Damage, each occurrence	$100,000.00

7.2. Comprehensive Garage Keepers' Liability (including Fire and Theft Coverage on Vehicles and Contents stored by the Contractor at all locations and coverage for damage to towed vehicles regardless of liability of contract) The City of Broken Arrow shall be named as an additional insured on the public liability, automobile liability and garage keeper liability policies. Certificates showing the contractor is carrying the above-described insurance in at least the above-specified minimum amounts shall be furnished to the City prior to the execution of the contract. Said certificate shall further provide that said insurance shall not be canceled by the insurer without the insurer first giving the City at least ten (10) days prior written notice of cancellation.

8. **PERFORMANCE BOND:** The contractor shall furnish the City with a contract performance bond in the amount of Five Thousand Dollars ($5,000.00) guaranteeing the contractor will perform each and every obligation under its contract.

9. **CITY LIABILTY:** Nothing in these specifications or any future agreement, which may be formulated, will bind the City of Broken Arrow for payment of any fees:

10. **HOLD HARMLESS:** The contractor will agree to save and hold the City of Broken Arrow and its employees harmless of and from any and all liability including the cost and defense and attorney's fees which may arise, from damages to towed vehicles, theft of towed vehicles, and items missing from towed vehicles at the time the contractor takes control of the vehicle, the contractor's, the contractor's negligence or from any damage occurring to towed vehicles while the vehicles are in the contractor's possession or control regardless of the contractor's negligence.

11. **AUTHORITY IN CITY COUNCIL:**
    - The City Council shall have the authority to award contracts within the purview of this title.
    - Responsive and responsible bidder. The contract shall be awarded to the responsive and responsible bidder. In determining the "responsive and responsible bidder" in addition to price, the following factors shall be considered:
    - The ability, capacity, and skill of the bidder to perform the contract or to provide the service required.
    - Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
    - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
    - The quality of performance for previous contracts for service.
    - The previous and existing compliance by the bidder with laws and ordinances relating to the contract service.
    - The sufficiency of financial resources and ability of the bidder to perform the contract or to provide service.
    - The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
    - The ability of the bidder to provide for future maintenance and service for the use of the subject of the contract.
    - The number and scope of conditions are attached to the bid.
    - The ultimate cost to Broken Arrow Citizens.

12. **EXCEPTIONS:**
    All exceptions must be fully explained on a separate page entitled "Exceptions," giving reference to the page and paragraph where the exception is being taken. Failure to comply with this requirement could result in bid item and/or items being rejected at time of delivery. The City reserves the right to waive minor technicalities under these specifications.

13. PROPOSAL SUBMISSION REQUIREMENTS:

Bidders are required to sign all forms in the spaces provided on the "Terms" and "Signature Sheets". Bids are available for submission via online or by mail. Please select option 1: mail or option 2: online.

OPTION 1: MAIL

You can mail bids in a sealed envelope to:

City of Broken Arrow
Attention: Bidding
1700 W Detroit St
Broken Arrow, OK 74012

ABC Company
123 E Broadway
Tulsa, OK 74133

City of Broken Arrow
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012

Bid Number
Bid Name

Please make sure the bid name and number are documented in the bottom left corner on the front of the envelope.

OPTION 2: ONLINE

You can submit a bid online via QuestCDN. Please go to QuestCDN.com (see Exhibit 3 for detailed instructions).

- Virtual Bids will be opened online at QuestCDN.com at the scheduled bid opening time.
- All attachments are fillable and submitted digitally.
- Attachment A – Price Summary Sheet
- Attachment B – Terms & Conditions
- Attachment C – References
- Attachment D – Interest Affidavit
- Attachment E – Proposal Affidavit
- Expired Notary Stamps will not be accepted
- The bid opening will be held virtually and can be accessed via the following link: Virtual Bid Openings
- https://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-openings

14. PROPOSAL AWARD:

City of Broken Arrow will review all proposals and make a recommendation to the Broken Arrow City Council for award to the most advantageous and responsible offeror(s) who submits the proposal that is in the best interest of the City of Broken Arrow. Services may not commence until such approval is obtained.

15. RESERVATION OF RIGHTS:

Contract Administrator or designee may require the removal from contract work of any employee of the contractor who is incompetent, careless, or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the parties to this contract; or who poses a safety risk.

16. F.O.B. DESTINATION (If Applicable)

All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at 1700 W. Detroit, Broken Arrow, Oklahoma 74012 or other point specified within the City of Broken Arrow as specified in the purchase order. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filling, processing and collecting all damage claims.

17. PROMPT PAYMENT DISCOUNTS

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

18. TERMS AND CONDITIONS

18.1. DEFINITIONS

- ITB means Invitation to Bid
- Solicitation means an Invitation to Bid
- City means the City of Broken Arrow

18.2. EXPLANATION TO BIDDERS

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

18.3. TYPE OF CONTRACT

This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.

18.4. PREPARATION OF BIDS

- Bidders are expected to examine the solicitation, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- Unit price shall be entered on the form provided or a copy thereof.
- Recipients of this solicitation not responding with a bid shall return only the "Statement of No Interest."

18.5. AMENDMENTS TO INVITATION TO BID

- If this solicitation is amended, then all terms and conditions, which are not

modified, remain unchanged.
- Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents.

18.6. ORAL AGREEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

18.7. SUBMISSION, MODIFICATION, OR WITHDRAWAL OF BIDS

- Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, 1700 West Detroit, Broken Arrow, Oklahoma 74012. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- The Purchasing Division will open sealed bids at the time and place specified.
- Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.
- City of Broken Arrow may reject any or all Bids, in whole or in part.
- A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City.
- A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- City of Broken Arrow reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the Purchasing office before the close of business on the Bid Submission Date.

18.8. BID COMPLIANCE

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.

18.9. EVALUATION AND AWARD

- The City will evaluate all bids submitted in response to this solicitation and will award a contract to the bidder(s) whose proposal is deemed the most advantageous and responsible.
- The City reserves the right to (1) reject any or all bids, (2) accept a bid that is not the lowest, and (3) waive any informalities or minor irregularities found in the bids received.

- The City may choose to accept bids based on individual items, groups of items, or the total bid amount.
- All communications regarding this sealed bid must be directed exclusively to the Purchasing Manager or the Asset Manager. Non-compliance with this directive may result in the rejection of the bid.

18.10. NOTICE OF AWARD

Notice of award letter resulting from this BID will be furnished to the successful bidder and shall result in a binding contract without further action by either party. No additions, deletions or changes of any kind shall be made to this contract without prior written approval of the Director over the Purchasing Division.

18.11. TERMINATION OF CONTRACT

- This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.
- The City may cancel with just cause upon written notification to vendor.
- Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the thirty (30) day notice.
- If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

18.12. EXTENSION OF CONTRACT

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

18.13. ORDERING

Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

18.14. STATE AND FEDERAL TAXES

Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

18.15. CONTRACTOR INVOICES

- The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract.
- Invoices shall contain the contract number (if applicable) and purchase order number.
- Failure to follow these instructions may result in delay of processing

invoices for payment.

- The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment.
- If the bidder wishes to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations.
- No ordering or invoicing will be done at these locations.
- In cases of partial delivery, the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

18.16. PROMPT PAYMENT DISCOUNTS

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

18.17. GRATUITIES

The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

18.18. BID CONFORMITY

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact requirements.

18.19. WARRANTY

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract.

18.20. CONFLICT OF INTEREST

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All supplies must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the supplier’s firm or any branches.

18.21. PATENTS AND ROYALTIES

- The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow.

- If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

18.22. CONTRACTOR IMMIGRATION COMPLIANCE

- has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor's employees; and
- has verified the employment eligibility for all employees hired on or after July 1, 2008, through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

18.23. CONTRACTOR WILL INDEMNIFY, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor's failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph I.

EXHIBIT 1

CITY HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

EXHIBIT 2

CITY OF BROKEN ARROW, OKLAHOMA MINIMUM INSURANCE AMOUNTS

Owners Liability Insurance:

Comprehensive General Liability (with Broad form GCL endorsement)

Per Accident	$2,000,000.00
Bodily Injury, per person	$100,000.00
Property Damage, per claimant	$100,000.00

PUBLIC LIABILITY, OTHER THAN AUTOMOBILE:

Personal Injury per person	$100,000.00
Personal Injury per accident	$1,000,000.00
Property Damage, per person	$100,000.00
Property Damage, per occurrence	$1,000,000.00

AUTOMOBILE AND TRUCK; HIRED AND NON-OWNED:

Personal Injury per person	$100,000.00
Personal Injury per accident	$1,000,000.00
Property Damage, per person	$100,000.00
Property Damage, per accident	$1,000,000.00

EMPLOYERS INSURANCE:

Employees Liability, per accident	$1,000,000.00
Comprehensive General liability per accident	$1,000,000.00
Bodily Injury, per accident	$1,000,000.00
Property Damage, per claimant	$100,000.00

WORKMEN COMPENSATION:

Legal limits required by the State of Oklahoma

EXHIBIT 3

ONLINE INSTRUCTIONS FOR SUBMITTING A REQUEST FOR PROPOSAL (RFP)

To use QuestCDN for bidding, start by registering or logging into your account. Find the desired project by searching for its project number, then download the bid documents. Fill out any required forms and upload them. Utilize the VirtuBid tool to submit your bid online, ensuring you have an Online Bid ID code and have accepted the terms of use.

Here's a more detailed breakdown:

1. Registration and Login:

- If you're new to QuestCDN, register for a regular membership at QuestCDN.com.
- Log into your QuestCDN account using your username and password.

2. Finding and Downloading Project Documents:

- Enter the QuestCDN Number: 10253630 number in the search box and click "Search".
- Click the underlined project title to open the bid advertisement.
- Click "Download Bid Documents" on the green bar at the top of the bid advertisement.
- Save the downloaded PDF files to your computer.

3. Downloading and Filling Out Required Forms:

- Download any required forms from the project documents.
- Fill out the forms completely and accurately.
- If the project requires it, upload the completed forms back to the project.

4. Using VirtuBid:

- To use VirtuBid, click the "On-Line Bid" button (you may need to refresh the page after downloading documents).
- Fill out the qualification tab and any other required information.

5. Submitting Your Bid:

- Online Bid ID Code: Ensure you have an Online Bid ID code, which is your digital signature. You can find or add this code in your "My Account" section on QuestCDN.
- Submit Bid Button: Click the "Submit Bid" button.
- Online Bid ID Code: Enter your Online Bid ID code.
- Terms of Use: Check the "I Agree" box to accept the QuestCDN Terms of Use for Bidders.
- Submit Button: Click the "Submit" button at the bottom of the page to submit your bid.
- Re-submission: You can re-submit your bid at any time before the bid closing date, according to City of Broken Arrow.

6. Understanding Error Messages:

- After submitting your bid, the system verifies all requirements that are met.
- If there are errors, the system will display a "Bid Not Submitted" message with specific reasons, such as missing bid bond information or required addenda.
- Review the error messages and correct any issues before re-submitting.

BIDDERS NAME: ______________________________

ATTACHMENT A - PRICING SUMMARY

RATES AND CHARGES
Note: Pricing is to remain firm while contract is in effect

Trucking Service Delivery   Rate per hour $

End Dump	$____________
Flat Bed Trailer with Walls	$ ____________
Bobtail	$ ____________
Detachable Lowboy Trailer	$ ____________

1.List fuel surcharge pricing.

____ $____________

2.List other optional services along with pricing.

____ $____________

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

____

Comments/Notes:

____

____

Email Address: ______________________________

Telephone Number: ____________________ Ext. ____________

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

BIDDERS NAME: ____

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number: 26.169 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

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

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

Complete Legal Name of Bidder: ____

Date: _____________________________

Company Name: ____

Address: ____

City	State	Zip Code
______________________	____________	______________________

Email: ____

X____ Official Title: ________________________

Please print or type name clearly: ____

Telephone: ____________________________ Fax Number: ________________________

Federal Tax ID Number: _______________________

Subscribed and sworn to before me this ______day of ___________________________20_____

My Commission Expires: _________________________ ____

Notary Public (or Clerk or Judge)

Notary Stamp Here:

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

BIDDERS NAME: ________________________________

ATTACHMENT C - REFERENCES

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

Contact Name: ________________________________

Telephone: ________________________________

Contact Name: ____________________ Title: ____________________

Address: ________________________________

City	State	Zip Code

Email Address: ________________________________

Contact Name: ________________________________

Telephone: ________________________________

Contact Name: ____________________ Title: ____________________

Address: ________________________________

City	State	Zip Code

Email Address: ________________________________

Contact Name: ________________________________

Telephone: ________________________________

Contact Name: ____________________ Title: ____________________

Address: ________________________________

City	State	Zip Code

Email Address: ________________________________

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

BIDDERS NAME: ____

ATTACHMENT D - INTEREST AFFIDAVIT
The following affidavit is to accompany the proposal:

STATE OF: ______________________________

COUNTY OF: ____________________________

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

____

____

____

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

X____

Subscribed and sworn to before me this ______day of ___________________________20_____

My Commission Expires: ______________________ ______________________________________
Notary Public (or Clerk or Judge)

Notary Stamp Here:

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

BIDDERS NAME: ____

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: ______________________________

COUNTY OF: ____________________________

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

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

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

2. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
   - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer,
   - b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
   - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X ____

Subscribed and sworn to before me this _______day of______________________20_________

My Commission Expires: ___________________________ ____________________________________

Notary Public (or Clerk or Judge)

Notary Stamp Here:

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

City of Broken Arrow

Request for Action

File #: 26-1255, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 08-18-2026

Title:

Approval of and authorization to reject the bid received from Anchor Stone Company for Bid No. 26.168, Backfill Sand and Topsoil

Background:

The City of Broken Arrow issued Bid No. 26.168 for the purchase of backfill sand and topsoil on an as-needed basis. The invitation to bid was distributed to ten vendors, advertised in the Tulsa World, and posted on the City's website. Bids were publicly opened on July 14, 2026.

One bid was received from Anchor Stone Company. After reviewing the submission, staff determined that the bid was incomplete because the vendor provided pricing for backfill sand but did not provide pricing for topsoil. Because the City requires pricing for both materials, staff recommends rejecting the bid and readvertising the solicitation to obtain complete and competitive pricing.

Cost: $0

Funding Source: Various Funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: Bid tab for bid #26.168, Anchor Stone Bid Doc's, Bid Doc's

Recommendation:

Approval and authorization to reject the bid received from Anchor Stone Company for Bid No. 26.168, Backfill Sand and Topsoil

26.168-Backfill Sand & Topsoil		
This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.		
Price Summary - Rates and Charges	**Anchor Stone Company**	
	Unit Price (Pickup)	Unit Price (Delivered)
Backfill Sand Per Ton	$ 15.00	$ 23.98
Topsoil	$ -	$ -
Minimum Delivery Quantity		15 tons
Normal Delivery Lead Time		2 days
Notary Public Commission Expires	**3/19/2029**	

26.168-Backfill Sand & Topsoil
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (10) Vendors with (1) Vendor responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Ryan Baze, General Services Director

7/31/2026

Date

BIDDERS NAME: Anchor Stone Company

ATTACHMENT A - PRICING SUMMARY

RATES AND CHARGES
Note: Pricing is to remain firm while contract is in effect

Item No.	Description	Unit	Unit Price (Pickup)	Unit Price (Delivered)
1	Backfill Sand	Ton	$15.00	$23.98
2	Topsoil	Cubic Yard	$	$

Delivery Information

Minimum Delivery Quantity (if applicable): 15 tons

Delivery Charge (if not included in unit price): $

Normal Delivery Lead Time: 2 days

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

BIDDERS NAME: Anchor Stone Company

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number: 26.168 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

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

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

Complete Legal Name of Bidder: Anchor Stone Company

Date: 7-13-26

Company Name: Anchor Stone Company

Address: 4124 South Rockford, Ste 201

Tulsa OK 74105

City State Zip Code

Email: kevin@anchorstoneco.com

X KM Official Title: VP of Sales

Please print or type name clearly: Kevin J. McKean

Telephone: 918-293-3915 Fax Number: 918-748-8838

Federal Tax ID Number: 73-1112312

Subscribed and sworn to before me this 13th day of July 2026

My Commission Expires: 03/19/29 Joann Susan Cackler

Notary Public (or Clerk or Judge)

JOANN SUSAN CACKLER NOTARY #01004720 EXP. 03-19-2029 PUBLIC STATE OF OKLAHOMA

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

BIDDERS NAME: Anchor Stone Company

ATTACHMENT C - REFERENCES

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

Contact Name: Becco Contractors

Telephone: 918-445-2684

Contact Name: Ed Smith Title: Owner

Address: PO Box 9159

Tulsa OK 74157

City State Zip Code

Email Address: edfittofly@yahoo.com

Contact Name: McGuire Brothers

Telephone: 918-224-2764

Contact Name: Rodney Madden Title: Owner

Address: 8415 South Regency Drive

Sapulpa OK 74131

City State Zip Code

Email Address: rmadden@mcguirebrothers.com

Contact Name: TG Excavating

Telephone: 918-266-4736

Contact Name: Larry Haney Title: President

Address: 26016 East Admiral Place

Catoosa OK 74015

City State Zip Code

Email Address: larry@tgexc.com

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

BIDDERS NAME: Anchor Stone Company

ATTACHMENT D - INTEREST AFFIDAVIT
The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

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

n/a

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

X [signature] VP of Sales

Subscribed and sworn to before me this 13th day of July 2026

My Commission Expires: 03/19/29 Joann Susan Cackler
Notary Public (or Clerk or Judge)

JOANN SUSAN CACKLER NOTARY #01004720 EXP. 03-19-2029 PUBLIC STATE OF OKLAHOMA

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

BIDDERS NAME: Anchor Stone Company

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Kevin J. McKean, of lawful age, being first duly sworn, on oath says:

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

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

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

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

X [signature] VP of Sales

Subscribed and sworn to before me this 13th day of July 2024

My Commission Expires: 03/19/29 Joann Susan Cackler
Notary Public (or Clerk or Judge)

JOANN SUSAN CACKLER NOTARY #01004720 EXP. 03-19-2029 PUBLIC STATE OF OKLAHOMA

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

CITY OF BROKEN ARROW

June 17, 2026

Bid Name: Backfill Sand & Topsoil
Bid Number: 26.168
QuestCDN Number: 10252548
Bid Opening Date: July 14, 2026, at 2:00 pm CST
Published in TulsaWorld: June 19, 2026 and June 26, 2026

Backfill Sand & Topsoil

The City of Broken Arrow is inviting proposals to provide an **Backfill Sand & Topsoil** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

To participate in the solicitation and review process, please choose using an online bid or mailing in paper bid. You can submit bids online at QuestCDN.com or mail them (see section 13). All mailed bids must arrive no later than Bid Opening Date: July 14, 2026, at 2:00 pm CST.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Broken Arrow City Council Meeting. Purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities; therefore, it should be noted that all other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. The successful proposer shall understand; however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the City of Broken Arrow City Council.

Questions or additional information requests should be directed to the City of Broken Arrow
City of Broken Arrow - Purchasing Department
Attention: Blake Dampf, Purchasing Manager
918-259-7000 ext. 7366

PURPOSE: City of Broken Arrow is seeking proposals for the **Backfill Sand & Topsoil** for the City of Broken Arrow according to the terms and conditions set forth in this Bid Number: 26.168 with QuestCDN Number: 10252548.

1. **CONTRACT AWARD:** The City of Broken Arrow reserves the right to select the most advantageous bid and may award multiple vendors the contract at the discretion of the Broken Arrow City Council.

2. **PERIOD OF CONTRACT PERFORMANCE (Annual contracts only)**: The period of performance for services subject to this solicitation and any resulting contract shall be from award through June 30, 2025, to include at the option of the City of Broken Arrow, one-year annual renewal periods:

   7/1/2026 to 6/30/2027
   7/1/2027 to 6/30/2028
   7/1/2028 to 6/30/2029
   7/1/2029 to 6/30/2030
   7/1/2030 to 6/30/2031

3. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: **Blake Dampf, Purchasing Manager.**

4. **QUESTIONS REGARDING THE BID**: Questions regarding this bid can be submitted electronically through QuestCDN or via email bdampf@brokenarrowok.gov. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Number: 10252548, and use the Q&A feature associated with the project listing.

   All questions must be submitted within 24 hours prior to the Bid Opening Date, and you must specifically reference the section of the bid documents in question. Questions received after this deadline may not be addressed.

   Responses to all properly submitted questions will be posted on QuestCDN and distributed to all known Planholders to ensure a fair and transparent process. **Only information provided through QuestCDN's Q&A feature and formal addenda shall be considered official.** Any changes to the bid documents will be issued as written addenda to the solicitation, and no verbal statements or answers will modify the terms or conditions of the bid.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing an **Backfill Sand & Topsoil** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.

6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:

   1. Provide backfill sand and topsoil that meet the specifications outlined in this bid, free from debris, contaminants, and unsuitable materials.
   2. Delivery: Contractor shall have the capability to deliver materials to locations designated by the owner when requested.

3. Pickup: Contractor shall also allow for owner representatives to pick up materials directly from the contractor's facility during mutually agreed-upon days and times.
4. Ensure all materials meet specified quality standards, including gradation, compaction, and fertility requirements where applicable.
5. When pickup is requested, contractor shall load materials onto owner-provided vehicles in a safe and timely manner at no additional cost.
6. Provide weight tickets, material certifications, or other requested documentation at the time of delivery or pickup.

7. **INSURANCE:**

7.1. The contractor shall keep in force during the time of the contract policies of insurance in minimum amounts as set forth below or as required by the laws of the State of Oklahoma, not to exceed the maximum amount of the City's liability under the Governmental Tort Claims Act. Public liability and automobile liability (owned, hired and non-owned in the limits) set forth below:

- Personal Injury, each person $100.000.00
- Personal Injury, each occurrence $2,000,000.00
- Properly Damage, each person $25,000.00
- Property Damage, each occurrence $100,000.00

7.2. Comprehensive Garage Keepers' Liability (including Fire and Theft Coverage on Vehicles and Contents stored by the Contractor at all locations and coverage for damage to towed vehicles regardless of liability of contract) The City of Broken Arrow shall be named as an additional insured on the public liability, automobile liability and garage keeper liability policies. Certificates showing the contractor is carrying the above-described insurance in at least the above-specified minimum amounts shall be furnished to the City prior to the execution of the contract. Said certificate shall further provide that said insurance shall not be canceled by the insurer without the insurer first giving the City at least ten (10) days prior written notice of cancellation.

8. **PERFORMANCE BOND:** The contractor shall furnish the City with a contract performance bond in the amount of Five Thousand Dollars ($5,000.00) guaranteeing the contractor will perform each and every obligation under its contract.

9. **CITY LIABILTY:** Nothing in these specifications or any future agreement, which may be formulated, will bind the City of Broken Arrow for payment of any fees:

10. **HOLD HARMLESS:** The contractor will agree to save and hold the City of Broken Arrow and its employees harmless of and from any and all liability including the cost and defense and attorney's fees which may arise, from damages to towed vehicles, theft of towed vehicles, and items missing from towed vehicles at the time the contractor takes control of the vehicle, the contractor's, the contractor's negligence or from any damage occurring to towed vehicles while the vehicles are in the contractor's possession or control regardless of the contractor's negligence.

11. **AUTHORITY IN CITY COUNCIL:**

- The City Council shall have the authority to award contracts within the purview of this title.
- Responsive and responsible bidder. The contract shall be awarded to the responsive and responsible bidder. In determining the "responsive and responsible bidder" in addition to price, the following factors shall be considered:
- The ability, capacity, and skill of the bidder to perform the contract or to provide the service required.
- Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance for previous contracts for service.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract service.
- The sufficiency of financial resources and ability of the bidder to perform the contract or to provide service.
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide for future maintenance and service for the use of the subject of the contract.
- The number and scope of conditions are attached to the bid.
- The ultimate cost to Broken Arrow Citizens.

12. EXCEPTIONS:

All exceptions must be fully explained on a separate page entitled "Exceptions," giving reference to the page and paragraph where the exception is being taken. Failure to comply with this requirement could result in bid item and/or items being rejected at time of delivery. The City reserves the right to waive minor technicalities under these specifications.

13. PROPOSAL SUBMISSION REQUIREMENTS:

Bidders are required to sign all forms in the spaces provided on the "Terms" and "Signature Sheets". Bids are available for submission via online or by mail. Please select option 1: mail or option 2: online.

<u>OPTION 1: MAIL</u>

You can mail bids in a sealed envelope to:

City of Broken Arrow
Attention: Bidding
1700 W Detroit St
Broken Arrow, OK 74012

> ABC Company
> 123 E Broadway
> Tulsa, OK 74133
>
> City of Broken Arrow
> Attention: Bidding
> 1700 W Detroit St
> Broken Arrow, OK 74012
>
> Bid Number
> Bid Name

Please make sure the bid name and number are documented in the bottom left corner on the front of the envelope.

OPTION 2: ONLINE

You can submit a bid online via QuestCDN. Please go to QuestCDN.com (see Exhibit 3 for detailed instructions).

- Virtual Bids will be opened online at QuestCDN.com at the scheduled bid opening time.
- All attachments are fillable and submitted digitally.
- Attachment A – Price Summary Sheet
- Attachment B – Terms & Conditions
- Attachment C – References
- Attachment D – Interest Affidavit
- Attachment E – Proposal Affidavit
- Expired Notary Stamps will not be accepted
- The bid opening will be held virtually and can be accessed via the following link: Virtual Bid Openings
- https://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-openings

14. PROPOSAL AWARD:

City of Broken Arrow will review all proposals and make a recommendation to the Broken Arrow City Council for award to the most advantageous and responsible offeror(s) who submits the proposal that is in the best interest of the City of Broken Arrow. Services may not commence until such approval is obtained.

15. RESERVATION OF RIGHTS:

Contract Administrator or designee may require the removal from contract work of any employee of the contractor who is incompetent, careless, or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the parties to this contract; or who poses a safety risk.

16. F.O.B. DESTINATION (If Applicable)

All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at 1700 W. Detroit, Broken Arrow, Oklahoma 74012 or other point specified within the City of Broken Arrow as specified in the purchase order. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filling, processing and collecting all damage claims.

17. PROMPT PAYMENT DISCOUNTS

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

18. TERMS AND CONDITIONS

18.1. DEFINITIONS

- ITB means Invitation to Bid

- Solicitation means an Invitation to Bid
- City means the City of Broken Arrow

18.2. EXPLANATION TO BIDDERS

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

18.3. TYPE OF CONTRACT

This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.

18.4. PREPARATION OF BIDS

- Bidders are expected to examine the solicitation, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- Unit price shall be entered on the form provided or a copy thereof.
- Recipients of this solicitation not responding with a bid shall return only the "Statement of No Interest."

18.5. AMENDMENTS TO INVITATION TO BID

- If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents.

18.6. ORAL AGREEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

18.7. SUBMISSION, MODIFICATION, OR WITHDRAWAL OF BIDS

- Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, 1700 West Detroit, Broken Arrow, Oklahoma 74012. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- The Purchasing Division will open sealed bids at the time and place specified.
- Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- Bids may be withdrawn or modified by written notice if received no later than

forty-eight hours before the bid opening time and date.

- City of Broken Arrow may reject any or all Bids, in whole or in part.
- A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City.
- A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- City of Broken Arrow reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the Purchasing office before the close of business on the Bid Submission Date.

18.8. BID COMPLIANCE

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.

18.9. EVALUATION AND AWARD

- The City will evaluate all bids submitted in response to this solicitation and will award a contract to the bidder(s) whose proposal is deemed the most advantageous and responsible.
- The City reserves the right to (1) reject any or all bids, (2) accept a bid that is not the lowest, and (3) waive any informalities or minor irregularities found in the bids received.
- The City may choose to accept bids based on individual items, groups of items, or the total bid amount.
- All communications regarding this sealed bid must be directed exclusively to the Purchasing Manager or the Asset Manager. Non-compliance with this directive may result in the rejection of the bid.

18.10. NOTICE OF AWARD

Notice of award letter resulting from this BID will be furnished to the successful bidder and shall result in a binding contract without further action by either party. No additions, deletions or changes of any kind shall be made to this contract without prior written approval of the Director over the Purchasing Division.

18.11. TERMINATION OF CONTRACT

- This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.
- The City may cancel with just cause upon written notification to vendor.
- Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the thirty (30) day notice.

- If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

18.12. EXTENSION OF CONTRACT
The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

18.13. ORDERING
Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

18.14. STATE AND FEDERAL TAXES
Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

18.15. CONTRACTOR INVOICES

- The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract.
- Invoices shall contain the contract number (if applicable) and purchase order number.
- Failure to follow these instructions may result in delay of processing invoices for payment.
- The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment.
- If the bidder wishes to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations.
- No ordering or invoicing will be done at these locations.
- In cases of partial delivery, the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

18.16. PROMPT PAYMENT DISCOUNTS
Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

18.17. GRATUITIES
The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

18.18. BID CONFORMITY

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact requirements.

18.19. WARRANTY

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract.

18.20. CONFLICT OF INTEREST

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All supplies must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the supplier's firm or any branches.

18.21. PATENTS AND ROYALTIES

- The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow.
- If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

18.22. CONTRACTOR IMMIGRATION COMPLIANCE

- has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor's employees; and
- has verified the employment eligibility for all employees hired on or after July 1, 2008, through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

- has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

18.23. **CONTRACTOR WILL INDEMNIFY**, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor's failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph I.

EXHIBIT 1

CITY HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

EXHIBIT 2

CITY OF BROKEN ARROW, OKLAHOMA MINIMUM INSURANCE AMOUNTS

Owners Liability Insurance:

Comprehensive General Liability (with Broad form GCL endorsement)

Per Accident	$2,000,000.00
Bodily Injury, per person	$100,000.00
Property Damage, per claimant	$100,000.00

PUBLIC LIABILITY, OTHER THAN AUTOMOBILE:

Personal Injury per person	$100,000.00
Personal Injury per accident	$1,000,000.00
Property Damage, per person	$100,000.00
Property Damage, per occurrence	$1,000,000.00

AUTOMOBILE AND TRUCK; HIRED AND NON-OWNED:

Personal Injury per person	$100,000.00
Personal Injury per accident	$2,000,000.00
Property Damage, per person	$100,000.00
Property Damage, per accident	$1,000,000.00

EMPLOYERS INSURANCE:

Employees Liability, per accident	$1,000,000.00
Comprehensive General liability per accident	$1,000,000.00
Bodily Injury, per accident	$1,000,000.00
Property Damage, per claimant	$100,000.00

WORKMEN COMPENSATION:

Legal limits required by the State of Oklahoma

EXHIBIT 3

ONLINE INSTRUCTIONS FOR SUBMITTING A REQUEST FOR PROPOSAL (RFP)

To use QuestCDN for bidding, start by registering or logging into your account. Find the desired project by searching for its project number, then download the bid documents. Fill out any required forms and upload them. Utilize the VirtuBid tool to submit your bid online, ensuring you have an Online Bid ID code and have accepted the terms of use.

Here's a more detailed breakdown:

1. Registration and Login:
- If you're new to QuestCDN, register for a regular membership at QuestCDN.com.
- Log into your QuestCDN account using your username and password.

2. Finding and Downloading Project Documents:
- Enter the QuestCDN Number: 10252548 number in the search box and click “Search”.
- Click the underlined project title to open the bid advertisement.
- Click "Download Bid Documents" on the green bar at the top of the bid advertisement.
- Save the downloaded PDF files to your computer.

3. Downloading and Filling Out Required Forms:
- Download any required forms from the project documents.
- Fill out the forms completely and accurately.
- If the project requires it, upload the completed forms back to the project.

4. Using VirtuBid:
- To use VirtuBid, click the "On-Line Bid" button (you may need to refresh the page after downloading documents).
- Fill out the qualification tab and any other required information.

5. Submitting Your Bid:
- Online Bid ID Code: Ensure you have an Online Bid ID code, which is your digital signature. You can find or add this code in your "My Account" section on QuestCDN.
- Submit Bid Button: Click the "Submit Bid" button.
- Online Bid ID Code: Enter your Online Bid ID code.
- Terms of Use: Check the "I Agree" box to accept the QuestCDN Terms of Use for Bidders.
- Submit Button: Click the "Submit" button at the bottom of the page to submit your bid.
- Re-submission: You can re-submit your bid at any time before the bid closing date, according to City of Broken Arrow.

6. Understanding Error Messages:
- After submitting your bid, the system verifies all requirements that are met.
- If there are errors, the system will display a "Bid Not Submitted" message with specific reasons, such as missing bid bond information or required addenda.
- Review the error messages and correct any issues before re-submitting.

BIDDERS NAME: ____

ATTACHMENT A - PRICING SUMMARY

RATES AND CHARGES
Note: Pricing is to remain firm while contract is in effect

Item No.	Description	Unit	Unit Price (Pickup)	Unit Price (Delivered)
1	Backfill Sand	Ton	$__________	$__________
2	Topsoil	Cubic Yard	$__________	$__________

Delivery Information

Minimum Delivery Quantity (if applicable): ______________________

Delivery Charge (if not included in unit price): $________________

Normal Delivery Lead Time: ______________________

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

BIDDERS NAME: ____

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number: 26.168 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

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

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

Complete Legal Name of Bidder: ______________________________________

Date: ________________________

Company Name: ____

Address: ____

____

City State Zip Code

Email: ____

X______________________________________ Official Title: ___________________________

Please print or type name clearly: ____

Telephone: _________________________ Fax Number: ___________________________

Federal Tax ID Number: ____________________

Subscribed and sworn to before me this ________day of _______________________20____

My Commission Expires: ________________ ______________________________________

Notary Public (or Clerk or Judge)

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

BIDDERS NAME: ______________________________

ATTACHMENT C - REFERENCES

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

Contact Name: ______________________________

Telephone: ______________________________

Contact Name: ____________________ Title: ______________

Address: ______________________________

____

City State Zip Code

Email Address: ______________________________

Contact Name: ______________________________

Telephone: ______________________________

Contact Name: ____________________ Title: ______________

Address: ______________________________

____

City State Zip Code

Email Address: ______________________________

Contact Name: ______________________________

Telephone: ______________________________

Contact Name: ____________________ Title: ______________

Address: ______________________________

____

City State Zip Code

Email Address: ______________________________

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

BIDDERS NAME: ____

ATTACHMENT D - INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: ______________________

COUNTY OF: ____________________

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

____

____

____

____

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

X____

Subscribed and sworn to before me this _______ day of _______________________20____

My Commission Expires: ___________________ _______________________________

Notary Public (or Clerk or Judge)

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

BIDDERS NAME: ____

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: ________________________

COUNTY OF: _____________________

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

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

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

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

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

X ____

Subscribed and sworn to before me this _________day of____________________20________

My Commission Expires: ___________________ __________________________________
Notary Public (or Clerk or Judge)

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

City of Broken Arrow

Request for Action

File #: 26-1317, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 08-18-2026

Title:

Approval of and authorization to execute Budget Amendment Number 5 for Fiscal Year 2027 and approval and authorization to execute the State ARPA Interest Earnings ("SAI") grant (Project Number WL22010)

Background:
Pursuant to HB 4075 (2026) and with the assistance of Representative Ford, the Oklahoma Water Resource Board (OWRB) approved our State ARPA Interest Earnings ("SAI") grant. The grant is in an amount not to exceed $500,000.00 and is based on the need to complete a water or wastewater project.

BAMA has chosen to allocate the $500,000.00 SAI grant to a Broken Arrow Municipal Authority waterline relocation/rehabilitation project that is going to construction October 2026. The project is a joint project with Tulsa County whereas the BAMA is upgrading the existing waterline to accommodate Tulsa County's roadway widening project on Omaha Street from 9th Street to 23rd Street. The agreement with Tulsa County was approved by the BAMA on May 5, 2026. The project was awarded to Becco Contractors, Inc. by the Board of County Commissioners on July 27th, 2026, for a total of $9,078,000.00 with BAMA's portion being $1,263,932.50. BAMA staff will be utilizing past OWRB FAP loans in combination with this SAI grant to fund the waterline construction.

Budget Amendment Number 5 appropriates the entire balance of the Intergovernmental Revenue from the SAI grant to the Broken Arrow Municipal Authority Fund to be used for project WL22010.

Cost: $500,000.00

Funding Source: Broken Arrow Municipal Authority Fund, Intergovernmental Revenue

Requested By: Cynthia Arnold, Director of Finance

Approved By: City Manager's Office

Attachments:
1. Fund 220 BAMA Budget Amendment Number 5-WL22010
2. SAI Grant Approval Letter-WL22010
3. OWRB SAI Grant Agreement-WL22010

Recommendation:
Approve and authorize execution of Budget Amendment Number 5 for Fiscal Year 2027 and approve and authorize execution of the State ARPA Interest Earnings ("SAI") grant (Project Number WL22010)

Fund 220 - Broken Arrow Municipal Authority
Budget Amendment #5
Fiscal Year 2027
8/18/2026

Estimated Revenue, Fund Balance or Transfers in

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
220-431000		INTERGOVERNMENTAL REVENUE	$ -	$ 500,000	$ 500,000
			$ -	**$ 500,000**	**$ 500,000**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
2205400-570150	WL22010	12" WATERLINE - OMMAHA/CENTENIAL - 23RD	$ 997,171.00	$ 500,000	$ 1,497,171
			$ 997,171	**$ 500,000**	**$ 1,497,171**

Explanation

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment Number 5 appropriates funding for project WL22010 as a result of grant funding received from Oklahoma Water Resources Board.

Approved by
Broken Arrow Municipal Authority
Tuesday, August 18, 2026

Attest by Secretary

Chair, Debra Wimpee

Curtis Green

JULIE CUNNINGHAM
EXECUTIVE DIRECTOR

KEVIN STITT
GOVERNOR

OKLAHOMA
Water Resources Board

July 2, 2026

Ms. Debra Wimpee, Chairperson
Broken Arrow Municipal Authority
P O Box 610
Broken Arrow, OK 74013

Re: Notice of State ARPA Interest Earnings (SAI) Grant Approval and Commitment of Funds -- OWRB SAI Grant No. SAI-26-0022-G; Broken Arrow Municipal Authority, Tulsa County, Oklahoma

Dear Ms. Wimpee:

Pursuant to HB 4075 (2026) and thanks to Representative Ford, we are pleased to formally notify you that on June 16, 2026 the Oklahoma Water Resources Board (OWRB) approved your State ARPA Interest Earnings ("SAI") grant. With this approval, and subject to limitations, requirements and points of understanding set out below, the Board has committed funds to be made available to you.

Approval of the Broken Arrow Municipal Authority grant was made subject to the terms of the enclosed SAI Grant Agreement which is to be signed, attested and returned prior to disbursement of SAI grant funds. The grant is in an amount not to exceed $500,000.00 and is based on the need to complete a water or wastewater project. Please reach out to our office directly to provide specific project details.

As you know, any grant funds made available may be utilized and expended solely and exclusively for purposes of paying costs directly related to eligible project expenses. Such funds may not be used, for example, to retire any existing and unrelated indebtedness or to operate and maintain any utility system. ***The applicable OWRB Grant Rules and applicable Federal and State laws must be complied with at all times during the course of the project***.

Please take the following steps immediately in order to enable us to encumber funds for your project. <u>Without this documentation your funds are not encumbered</u>:

1. Sign, attest and return to our office immediately the enclosed SAI Grant Agreement. Return only the original Grant Agreement. The OWRB Board Order attached to the Grant Agreement is for your records.
2. Complete the enclosed Authorized Representative Certificate (ARC) and EFT Form with voided check and return to our office immediately. The FEIN number on the EFT Form needs to match the entity applying for the grant (i.e. Authority or Town/City).

Prior to OWRB's release and disbursement of grant funds the following information should be provided, if applicable, or if not already provided:

1. **Project Details –** Provide project scope/description, total amount with project budget, estimated timeframe of project completion;
2. **Pre-Construction & Progress Meetings** – OWRB Staff <u>must</u> be included in all project meetings and final inspection;
3. **ODEQ Approved Project Plans & Specifications** – Submit to OWRB Staff when submitting them to the Department of Environmental Quality for approval;
4. **ODEQ Construction Permit** – submit copy when issued by the Department of Environmental Quality;

5. **Inspector's Credentials** – Provide a résumé or background information for the project inspector along with the inspector's agreement, if applicable;
6. **Engineering Services Contract** – Submit a copy of the signed contract;
7. **Successful Bidder's Contract Documents** – Pursuant to the Oklahoma Competitive Bidding Act of 1974, projects exceeding $100,000.00 require formal bidding procedures, while projects under $100,000.00 do not.

   Projects under $100,000.00 must provide:
   a. A copy of the **executed contract** with the contractor for the successful bidder.
   b. A copy of the **quote tabulation**.
   c. A copy of the **solicitation for quotes.**

   Projects over $100,000.00 must provide:
   d. A copy of the **executed contract** with the contractor for the successful bidder.
   e. A copy of the **bid tabulation.**
   f. A copy of the **affidavit of publication.** Ensure that this matches the plans and specifications provided to the OWRB.
8. **Notice to Proceed** – Submit a copy once construction is authorized to begin.

Prior to and during the construction period you are required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and applicable grant policies.

Should you have any questions regarding this notification and letter of commitment, please feel free to contact our Grant Analyst, Jordan Johnson at 405-530-8820.

Sincerely,

Lori Johnson

Lori Johnson, Chief
Financial Assistance Division

Enclosure as stated

Cc: Michael Spurgeon, City Manager, Broken Arrow Municipal Authority

OKLAHOMA WATER RESOURCES BOARD

STATE ARPA INTEREST EARNINGS GRANT APPLICATION NO. SAI-26-0022-G

STATE ARPA INTEREST EARNINGS GRANT AGREEMENT
between Broken Arrow Municipal Authority, Tulsa County, Oklahoma
and Oklahoma Water Resources Board

I, Ms. Debra Wimpee, duly authorized Chairperson of the Broken Arrow Municipal Authority, Tulsa County, Oklahoma (hereinafter "Applicant"), do hereby accept and acknowledge said grant according to the terms of this State ARPA Interest Earnings ("SAI") Grant Agreement.

In accepting said grant, applicant duly acknowledges and agrees that in all regards and respects, applicant must and shall comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board (the "Board") rules, regulations and SAI grant policies. Without limiting the generality of the foregoing, the applicant agrees as follows:

1. **Determination of amount of grant.** The amount of this grant shall not exceed the amount of Five hundred thousand dollars only ($500,000.00).

2. **Creation and maintenance of separate accounting.** As a prerequisite to receiving grant money from the Board, Recipient shall establish and maintain separate accounting for said SAI funds in a federally insured account.

3. **Expenditure of money in grant account only for authorized Project purposes.** The Recipient shall submit certified requests for disbursement of funds proceeds to the Board on SAI-271 forms. The requests shall be accompanied by such invoices or other documentation as may be required by the Board to demonstrate that such amounts have been incurred by or on behalf of the Recipient for the payment of project costs. Upon approval by the Board Staff, the Board shall provide for disbursement of that portion of the funds to the Recipient in an expeditious and timely manner. The Recipient covenants and agrees that all disbursements of funds received shall be immediately and expeditiously transferred or paid out, as appropriate, for payment of Project costs as specified by the Recipient on the corresponding SAI-271 form. SAI Grant funds cannot be expended for reimbursement of products or services originally procured with other federal or state grant funds.

4. **Time limit to file construction bid; expiration of approval.** The grant was approved on *June 16, 2026.* Recipient shall furnish the Board an acceptable bid for completion of the Project within one (1) year of board approval as a condition to receiving grant funds. If requested by applicant and determined by the Board to be necessary and appropriate, the Board or its staff may permit additional time to file an acceptable bid. No additional time beyond *2 years of board approval,* shall be effective unless expressly approved by the Board staff in a letter, which specifies the new deadline for filing the bid.

5. **Use of unexpended grant money.** If at the end of project completion all of the grant funds have not been expended, the recipient may identify additional eligible projects that can be constructed to completion or by committing other funds to complete, for the use of remaining funds. If no project can be identified, the recipient may de-obligate the remaining grant funds.

In consideration of the applicant's agreement to these terms and conditions, applicant has entered into and signed this SAI Grant Agreement this _____ day of __________, 20___.

Broken Arrow Municipal Authority, Tulsa County, Oklahoma

By: ____
Ms. Debra Wimpee, Chairperson

ATTEST:

By: ______________________________

Title: ______________________________

(BOARD SEAL)

ATTACHMENT 1

OWRB BOARD ORDER APPROVING
STATE ARPA INTEREST EARNINGS GRANT APPLICATION
[Following pages]

**PLEASE RETAIN THE FOLLOWING
BOARD ORDER FOR YOUR RECORDS**

City of Broken Arrow

Request for Action

File #: 26-1286, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 8-18-2026

Title:

Approval of and authorization to rescind the award of Bid No. 26.161 to Symmetry Energy Solutions for natural gas commodity supply, previously approved under Agenda Item No. 26-1157

Background:

On August 3, 2026, the Broken Arrow Municipal Authority approved Agenda Item No. 26-1155, awarding the most advantageous proposal for Bid No. 26.161, Natural Gas Commodity Supply, to Symmetry Energy Solutions. The award was based on Symmetry Energy Solutions' proposed 36-month fixed, all-in price of $3.64 per dekatherm under a full-requirements natural-gas supply arrangement.

The City's solicitation, as clarified by Addendum No. 2, defined "Full Requirements" as an arrangement under which the successful supplier would provide 100% of the City's natural-gas commodity requirements for the awarded locations and assume responsibility for commodity procurement, nominations, scheduling, balancing, and supply management.

Following the award, Symmetry Energy Solutions provided the City with a proposed agreement containing volume commitments, usage-variance provisions, imbalance charges, market-priced overages, unused-volume buyback provisions, and other terms that could shift weather-related usage and market-price risks to the City. These provisions are materially different from the fixed-price, full-requirements arrangement the City intended to obtain through the solicitation.

After further review and consultation with the City Attorney's Office, staff determined that the parties are unable to enter into an agreement consistent with the requirements and intent of Bid No. 26.161. No final agreement or transaction confirmation has been authorized or executed by the City.

Staff therefore recommends rescinding the award to Symmetry Energy Solutions previously approved under Agenda Item No. 26-1155. Staff intends to revise and reissue the solicitation to more clearly define the acceptable pricing structures, volume requirements, risk allocation, and treatment of weather-related usage fluctuations and extreme market conditions.

Cost: $0

Funding Source: Various Funds

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Agenda Item No. 26-1155; Bid No. 26.161 Addendum No. 2; Proposed Symmetry Energy Solutions Agreement

Recommendation:
Approval of and authorization to rescind the award of Bid No. 26.161 to Symmetry Energy Solutions for natural gas commodity supply, previously approved under Agenda Item No. 26-1157

BROKEN ARROW
Where opportunity lives

NOTICE TO BIDDERS
RFP #26.161- NATURAL GAS COMMODITY SUPPLY
AMENDMENT NO. 2

CITY OF BROKEN ARROW
RFP: NATURAL GAS COMMODITY SUPPLY-AMENDMENT NO. 2
RFP NO. 26-161
QUESTCDN NO. 10238142

DATE: June 29, 2026

Purpose of Addendum

This Addendum clarifies the pricing methodology requested by the City, revises the pricing proposal requirements, replaces Exhibit A in its entirety, corrects the contact information, and extends the proposal submission deadline. Except as modified herein, all other terms and conditions of RFP No. 26.161 remain unchanged.

Item No. 1 – Extension of Proposal Submission Deadline

Original Deadline: June 30, 2026, at 10:00 a.m.
Revised Deadline: July 7, 2026, at 10:00 a.m.

Item No. 2 – Contact Information Correction

Correct the Contact for Questions email address to:
RBaze@BrokenArrowOK.gov

Item No. 3 – Full Requirements and Pricing Clarification

The City is requesting proposals based on a Full Requirements natural gas supply agreement. Full Requirements means the successful supplier shall provide 100% of the City's awarded locations natural gas commodity requirements and shall be responsible for nominations, scheduling, balancing, and supply management.

Suppliers may submit pricing using:
- Option A – FOM NYMEX + Supplier Adder
- Option B – IF FOM OGT + Supplier Adder

Suppliers may bid either option or both. All proposers shall submit 12-, 24-, and 36-month Fixed All-In Delivered Commodity Prices.

Item No. 4 – Industry Definitions

NYMEX (New York Mercantile Exchange): The national natural gas futures market where monthly natural gas contracts are traded. The First-of-Month (FOM) NYMEX Settlement Price serves as the benchmark commodity price and is commonly combined with a regional basis adjustment to determine the delivered commodity price.

IF (Inside FERC): An independent industry publication that reports natural gas market prices, including monthly First-of-Month (FOM) index prices at various trading locations throughout North America.

FERC (Federal Energy Regulatory Commission): The federal agency responsible for regulating the interstate transmission of natural gas, electricity, and oil. While 'Inside FERC' incorporates the term 'FERC' in its name, it is an independent industry publication and is not published by the Federal Energy Regulatory Commission.

FOM (First-of-Month): The monthly index price established at the beginning of each calendar month based on market transactions for natural gas deliveries during that month.

OGT (ONEOK Gas Transportation): The Oklahoma trading location (market point) published in the Inside FERC First-of-Month Index. The OGT Index represents the regional physical natural gas market serving Oklahoma and is commonly used as the pricing basis for customers receiving service through the Oklahoma Natural Gas (ONG) system.

Full Requirements: A natural gas supply arrangement in which the supplier provides 100% of the City's commodity requirements for the designated accounts and is responsible for commodity procurement, nominations, scheduling, balancing, and supply management in accordance with the contract.

Example:
Full Requirements – IF FOM OGT + $0.05/Dth

The example above illustrates a Full Requirements proposal consisting of the published Inside FERC First-of-Month OGT Index plus a fixed supplier adder of $0.05/Dth.

Item No. 5 – Replacement of Exhibit A

Exhibit A – Pricing Proposal Sheet contained in the original solicitation is hereby deleted in its entirety and replaced with the attached Revised Exhibit A.

REVISED EXHIBIT A

Pricing Proposal Sheet

Company Information

Company Name: SYMMETRY ENERGY SOLUTIONS LLC

Address: 6100 S YALE AVE STE. 2010

TULSA OK 74136
City State Zip Code

Primary Contact: JOSH BRANT

Phone: 918-230-6540 MBL | 918 938 7103 OFFICE

Email: JOSHUA.BRANT@SYMMETRYENERGY.COM

REVISED EXHIBIT A - Pricing Proposal Sheet

Note: Pricing is to remain firm with the contract in effect. All prices are per DTH. Proposers must complete all sections of this pricing form. Fixed-pricing options must be fully inclusive of all commodities, basis, and supplier fees.

PART 1: INDEX-BASED PRICING OPTIONS (Variable Monthly)

Pricing Option	Component A: Index Base	Component B: Supplier Adder ($/DTH)	Total Variable Formula
Option A: NYMEX-Based	LDS NYMEX First-of-Month Settlement	$ -0.08 (Markup per DTH)	NYMEX + Adder
Option B: OGT-Based	Inside FERC OGT First-of-Month	$ 0.17 (Markup per DTH)	OGT Index + Adder

NYMEX LAST DAY SETTLE +

PART 2: FIXED-PRICE OPTIONS (All-Inclusive)

Contract Term Length	Fixed All-In Commodity Price ($/DTH)
12-Month Fixed All-In Price	$ 3.43 per DTH
24-Month Fixed All-In Price	$ 3.55 per DTH
36-Month Fixed All-In Price	$ 3.64 per DTH

Supplier Recommendation (no effect on selection preference)

- ☐ Recommend Option A (NYMEX)
- ☐ Recommend Option B (IF FOM OGT)
- ☒ No Preference

Please explain why:

WE CAN OFFER DIFFERENT OPTIONS WHETHER A OR B IS PICKED THAT WILL ALLOW FOR BUDGETING AND REDUCE RISK

Additional Charges / Exceptions

Identify any administrative fees, balancing charges, scheduling fees, nomination fees, cash-out provisions, swing tolerances, or other charges not included above.

ALL USAGE OUTSIDE OF MONTHLY NOMINATIONS WE BE PRICED AT PLATTS GAS DAILY ONEOK + .14/-0.02

* MONTHLY VOLUMES HAVE NOT BEEN PROVIDED TO BIDDERS.

BASE GAS SALES AGREEMENT

This Base Gas Sales Agreement (this "**Base Contract**) is entered into as of 11/1/2026 (the "**Effective Date**") between Symmetry Energy Solutions, LLC**,** a Delaware limited liability company ("**Seller**"), and the Buyer as identified below for the physical sale and purchase of natural gas. Seller or Buyer may hereinafter be referred to individually as a "**Party**" and together as the "**Parties.**" The Base Contract, along with the Transaction Confirmation (as defined below) governs all transactions that the Parties have entered into on or after the Effective Date for the purchase by Buyer of Gas from Seller (each, a "**Transaction**", collectively the "**Agreement**"). For the purposes of this Agreement, natural gas or "**Gas**" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane and used as fuel.

1. Notices. Any notice, request, claim, demand, Transaction Confirmation and other communication required under this Agreement must be provided in writing ("Notice") and, unless the method of delivery is expressly stated otherwise in this Agreement, will be sent either via U.S. mail, private courier service, or electronic message to the applicable address listed below. In accordance with this Section, a Party shall advise the other of any changes or updates to its contact information for Notice purposes. A Party's failure to provide timely updates to Notice information constitutes a waiver of any challenge to the adequacy of Notice provided by the other Party via the contact information identified in this Section 1. Except as otherwise provided in this Base Contract, a Notice will be considered effective (a) on the date sent, if such Notice is sent by either Party via electronic message, and (b) on the 2nd Business Day after the date such Notice is sent by either Party via U.S. mail or private courier service. "Business Day" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

Seller's Address: 9811 Katy Freeway, Suite 1400 Houston, TX 77024 Phone: (800) 495-9880	**Buyer's Legal Name: City of Broken Arrow** Buyer's Address: 220 South 1st Street City/State/Zip: Broken Arrow, OK 74012 Phone:
Seller's Address for Notices (Same as above): Attn: Legal Email: legal@symmetryenergy.com Attn: Contract Administration Email: confirms@symmetryenergy.com	**Buyer's Address for Notices**: Attn: Ryan Baze Address: 485 S Poplar City/State/Zip: Broken Arrow, OK 74012 Phone: 9182515311 Email: rbaze@brokenarrowok.gov
Seller's Address for Transaction Confirmations (Same as above): Attn: Contract Administration Email: confirms@symmetryenergy.com	**Buyer's Address for Transaction Confirmations:** Attn: Debra Wimpee Address: 220 South 1st Street City/State/Zip: Broken Arrow, OK 74012 Phone: 9182515311 Email: dwimpee@brokenarrowok.gov
Buyer Other Information: Federal Tax ID: ___________________________ Other Tax ID: ___________________________ Jurisdiction of Organization: TX Company Type: ___Corporation ___ Ltd. Partnership ___ LLC ___ Partnership ___ LLP ___ Governmental Authority	**Buyer's Address for Invoices**: Attn: Broken Arrow Municipal Authority Address: 220 South 1st Street City/State/Zip: Broken Arrow, OK 74012 Phone: 9182515311 Email: acctpay@brokenarrowok.gov

2. Transaction Confirmations. With respect to each Transaction, Seller shall sell and deliver, and Buyer shall purchase and receive, the Volume Commitment of the Gas at the Delivery Point(s) for the Delivery Period, and Buyer shall pay Seller the Contract Price. Before a Transaction becomes binding on either Party, Seller shall send a written confirmation of the terms of such Transaction (a "**Transaction Confirmation**") to Buyer via electronic message as soon as practical after the Parties reach agreement on such terms. A Transaction and the applicable Transaction Confirmation shall become binding on the Parties, (i) absent manifest error, automatically at 5:00 p.m., Central Standard Time, on the second Business Day following the day the Transaction Confirmation is sent to Buyer (the "**Confirm Deadline**"), unless a Party cancels the Transaction or disputes or revokes the Transaction Confirmation via electronic message to the other Party delivered prior to the Confirm Deadline or (ii) on the effective date of Buyer's execution and delivery to Seller of the unmodified Transaction Confirmation; whichever occurs first. The Transaction Confirmation (as defined herein) represents the Parties' final agreement regarding the specific terms of the Transaction and supersedes any prior oral or written agreements, understandings or promises relating to the Transaction. In the event of a conflict between the terms of the Agreement and Transaction Confirmation, the latter shall control for that relevant Transaction, except as to Sections 4 (Restrictive Orders), 8 (Performance Breach), 9 (Early Termination), 13 (Force Majeure), and 18 (Market Disruption) of this Agreement, which shall always govern and control. Any amendments or modifications to a Transaction Confirmation after the Confirm Deadline must be in writing and signed by both Parties.

3. Transaction Terms.

(a) Each Transaction Confirmation will specify, at a minimum, (i) the name of Buyer and Seller, (ii) Buyer's facility or account that is the subject of the Transaction (the "**Facility**"), (iii) the contract price per unit (MMBtu, Dth, Mcf, or Ccf) for Gas (the "**Contract Price")**, (iv) if applicable, the Overtake Price and Undertake Price, (v) any associated fees and charges applicable to the Transaction (collectively, the "**Additional Charges**"), (vi) the primary term of the Transaction (the "**Initial Period**") and whether any automatic term renewals apply following the Initial Period (the term following the Initial Period, a "**Renewal Period**" and, together with the Initial Period, the "**Delivery Period**"), (vii) the point(s) where Seller will sell and deliver the Gas to Buyer (the "**Delivery Point(s)**"), (viii) the Gas volumes (expressed in total units of MMBtu, Dth, Mcf, or Ccf) Seller is obligated to deliver to and Buyer is obligated to receive at the Delivery Point(s) (the "**Contract Quantity"** or "**Volume Commitment**", such terms being used herein interchangeably), and (ix) whether such deliveries and receipts will be Firm or Interruptible (the "**Performance Obligation").** If a Transaction Confirmation specifies that a Renewal Period applies, then the applicable Volume Commitment for each month of a Renewal Period will, unless otherwise agreed to by the Parties under the provisions of Section 4(a), be determined by utilizing a methodology selected by Seller in Seller's sole but reasonable discretion including, but not limited to: (i) the Volume Commitment of the same month for the previous year, (ii) the three-year historical average of Measured Volumes for such month, (iii) the Volume Commitment for the last month of the immediately preceding Initial Period or Renewal Period, as applicable, or (iv) such other methodology utilized by Seller and consistently applied in the ordinary course of Seller's business (each of the foregoing being herein referred to as a "**Volume Determination**"). If a Transaction Confirmation does not specify that a Renewal Period applies, but Seller continues to deliver and Buyer continues to receive Gas after the expiration of the Initial Period, then the Transaction will be deemed to automatically continue for a month-to-month Renewal Period under the terms of the Transaction Confirmation until terminated by either Party upon 30 days' prior Notice, except that (i) the Contract Price during each month of such Renewal Period will be a then current market price for delivered Gas at the Delivery Point as determined by Seller in a commercially reasonable manner and (ii) the Volume Commitment during each month of such Renewal Period will be (x) the quantity nominated by Buyer (or Seller on behalf of Buyer) or, in the absence of any such nomination, (y) a quantity established by Seller pursuant to a Volume Determination. "**MMBtu**" means one million British Thermal Units, "**Dth**" means one dekatherm (the equivalent of one MMBtu), "**Mcf**" means 1,000 cubic feet of Gas, and "**Ccf**" means 100 cubic feet of Gas. Unless otherwise specified in a Transaction Confirmation, the default unit of Gas for purposes of this Agreement and all Transaction Confirmations entered between the Parties pursuant hereto will be one MMBtu.

(b) Subject to prior credit approval by Seller, Buyer may elect to convert the Contract Price (if it is a floating price) for a portion of the Volume Commitment in a Transaction Confirmation (the "**Base Transaction Confirmation**") from a floating price to a fixed price (commodity, basis differential, or both). The fixed price (or fixed price component if both commodity and basis differential are not fixed) and the portion of the Volume Commitment subject thereof must be mutually agreed upon by the Parties and the terms of any such agreement will be set forth in a separate fixed price Transaction Confirmation (a "**Fixed Price Transaction Confirmation**"). Quantities subject to and specified in a Fixed Price Transaction Confirmation are part of, and may not exceed, the applicable original Volume Commitment in the Base Transaction Confirmation and not in addition thereto. Unless otherwise specifically provided for in the Fixed Price Transaction Confirmation, all other terms and conditions of the Base Transaction Confirmation including, but not limited to Additional Charges will continue to apply. If Buyer's receipt of Gas under a Fixed Price Transaction Confirmation is suspended for a period of more than thirty (30) days, regardless of whether such suspension is due to an event of Force Majeure or otherwise, Seller may terminate such Fixed Price Transaction Confirmation pursuant to the early termination provisions (including damages) of this Base Contract.

(c) If a Transaction Confirmation specifies (i) a fixed price or a FOM Index Price as the Contract Price for (ii) all Gas delivered by Seller to Buyer at the Delivery Point(s), then the following provisions will apply: (a) Buyer acknowledges and understands that Seller is utilizing Buyer's Gas History for purposes of determining the Contract Price, Volume Commitment, and Gas services to Buyer for the Delivery Period; and (b) in the event of any material variance (hereby defined as plus/minus 10% or greater) between Buyer's Measured Volumes at the Delivery Point(s) and Buyer's historical Measured Volumes results in variance charges, incremental Gas purchase or sales, penalties, damages, or other costs and expenses, then such amounts will be reimbursed by, or passed through to, Buyer. For purposes hereof, "**FOM Index Price**" means a Contract Price determined by reference to a first-of-month price for Gas published in or established by: (i) Platts *Inside F.E.R.C.'s Gas Market Report;* (ii) the prompt month settlement price for the natural gas futures contract on the New York Mercantile Exchange; (iii) *Natural Gas Intelligence*; or (iv) other pricing basis referenced in a Transaction Confirmation.

(d) If a Transaction Confirmation is subject to (i) a Renewal Period and (ii) a fixed price with respect to all or part of the Volume Commitment for any month during the Renewal Period, as applicable, then in effect, then the Delivery Period of the Transaction Confirmation will be deemed to have been extended through and including the last calendar month of the Renewal Period in which all or part of the Volume Commitment for any month occurring during such Renewal Period is subject to a fixed price.

4. Nominations; Balancing; Transport Agency; Restrictive Orders.

(a) Unless otherwise specified in a Transaction Confirmation, and except for any portion of the Volume Commitment subject of a Fixed Price Transaction, Buyer may, solely for the operational purposes of Buyer's Facility, propose to revise the Volume Commitment to be delivered by Seller during a month by providing Seller, not less than 6 Business Days before the beginning of the month for which such revision is proposed, Notice specifying the month and revised quantity proposed by Buyer therefor. Any proposed revision by Buyer of the Volume Commitment must be approved by Seller and, if approved, such revised quantity (or other quantity mutually agreed to by Buyer and Seller in writing) will become the applicable Volume Commitment for such month. If the Volume Commitment in a Transaction Confirmation is expressed as a monthly quantity, then such quantity will be sold and delivered to Buyer ratably for each day of such month. Seller will be responsible for making nominations to and scheduling with the applicable Transporter for the delivery of all quantities of Gas under a Transaction Confirmation to the Delivery Point. If Buyer has designated Seller as Buyer's agent with any Receiving Transporter under the provisions of Section 4(d), then Seller shall also be responsible for making nominations to and scheduling Gas with the Receiving Transporter for delivery by the Receiving Transporter from the Delivery Point to Buyer's Facility. Otherwise, Buyer will be solely responsible for transporting or arranging transportation with and making nominations to the applicable Receiving Transporter, the Gas from the Delivery Point to Buyer's Facility.

(b) Buyer and Seller will use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the Parties will determine the validity of such Imbalance Charges. If the Imbalance Charges were incurred because of Buyer's receipt of quantities of Gas greater than or less than the Volume Commitment, then Buyer shall pay such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred because of Seller's delivery of quantities of Gas greater than or less than the Volume Commitment, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer. "Imbalance Charges" means and includes any fees, penalties, costs, or charges (in cash or in-kind Gas) assessed by a Transporter for failure to satisfy the Transporter's nomination and/or balancing requirements.

(c) In lieu of the balancing provisions of Section 4(b), the Parties may agree in a Transaction Confirmation that (i) Buyer will pay Seller for quantities supplied by Seller in excess of the Volume Commitment (the "**Overtake Quantities**") at a specified price (an "**Overtake Price**"), and (ii) Seller will repurchase from and credit to Buyer (on Seller's invoice to Buyer under Section 5) for any quantities equal to the Volume Commitment less Measured Volumes (or other quantity specified in the Transaction Confirmation) (the "**Undertake Quantities**") at a specified price (an "**Undertake Price**"). Seller's sale and delivery to Buyer of Overtake Quantities on any day is expressly subject to the lesser of (i) a quantity that is equal to no more than 120% of the Volume Commitment or (ii) any applicable maximum daily quantity at the Delivery Point or Facility, as applicable, or other quantity restriction imposed by any Transporter delivering the Gas (the lesser of the foregoing being the "**Overtake Limit**"). Any quantities of Gas Seller is able to sell and deliver to Buyer in excess of the Overtake Limit will be deemed to be Interruptible and will be priced at the higher of (i) a then current market price for delivered Gas at the Delivery Point (as determined by Seller in a commercially reasonable manner) or (ii) the then current highest tariff cashout rate charged by the Transporter delivering Gas to Buyer's Facility. Seller's repurchase from Buyer of Undertake Quantities on any day will be limited to no more than 20% of the Volume Commitment ("**Undertake Limit**") for such day unless (i) Buyer provides advance Notice to Seller of Buyer's intention to reduce Gas consumption at the Facility for operational reasons such that the Undertake Limit may be exceeded and (ii) Seller agrees in Seller's sole discretion in writing to waive the applicability of the Undertake Limit. Otherwise, any Undertake Quantities in excess of the Undertake Limit Buyer fails to receive and take from Seller on such day will be repurchased by Seller at a price that is equal to the lesser of (i) the Contract Price or (ii) the then current lowest tariff cashout rate charged by the Transporter delivering Gas to Buyer's Facility. Any written waiver by Seller of the Undertake Limit shall only be applicable for the day(s) specified in such writing.

(d) The Parties may agree in the Transaction Confirmation that Buyer will, to the extent permitted by the Receiving Transporter's applicable tariff, rules of service, or transportation agreement with Buyer, designate Seller as Buyer's agent with the Receiving Transporter for purposes of making nominations to and balancing with the Receiving Transporter on behalf of Buyer. If applicable and to the extent permitted by the Receiving Transporter, Seller may at its option then include the Receiving Transporter's meter serving Buyer's Facility within and as a part of Seller's Gas aggregation and/or balancing pool with such Receiving Transporter (the "**Seller's Pool**"). In such circumstances, the Delivery Point for purposes of the Transaction Confirmation and this Agreement (and notwithstanding any designation of Buyer's Facility as the Delivery Point in the Transaction Confirmation) will be the point at which the Receiving Transporter, pursuant to the terms of its applicable tariff, rules of service, or transportation agreement with Buyer, takes custody of the Gas for the transportation and delivery thereof to Buyer's Facility. Buyer shall reimburse Seller for any Imbalance Charges assessed by a Receiving Transporter to Seller's Pool on account of Gas usage by Buyer's Facility that (i) is in violation of a Restrictive Order and Seller is not otherwise able to avoid through the sale of RO Gas to Buyer under Section 4(e) or (ii) in excess of Buyer's allocated portion of Seller's Gas Supply during a Force Majeure Event and Seller is not otherwise able to avoid through the sale of FM Gas to Buyer under Section 13(b).

(e) Notwithstanding the provisions of Section 4(b) or Section 4(c), the Parties acknowledge that an operational flow order, curtailment order, critical notice (relating to weather or otherwise), or other governmental or Transporter directive concerning actual or potential limits or restrictions on the transportation, delivery, receipt, and/or use of Gas to, by, or for Seller, Buyer, or its affiliates or otherwise may occur (a "**Restrictive Order"**) with little to no advance notification. Each Party will comply with and take all commercially reasonable actions necessary to mitigate the impact of such Restrictive Order, and any charges or penalties assessed by a governmental authority or Imbalance Charges assessed by a Transporter will be borne by the Party who failed to mitigate or comply with such Restrictive Order. A Restrictive Order may require, or may result in the need for (as reasonably determined by Seller), Seller to sell incremental or cover Gas ("**RO Gas**") to Buyer at a price subject to then-current market pricing, which may differ from the Contract Price (or, if applicable, the Overtake Price or Undertake Price) set forth in an affected Transaction, and any such RO Gas will be priced and invoiced to Buyer (including any charges or penalties applicable thereto) at a then current market price, as determined by Seller in a commercially reasonable manner, and paid by Buyer in accordance with Section 5. Seller shall deliver or receive RO Gas on a commercially reasonable basis, including subject to available transportation. For the avoidance of doubt, RO Gas will not be priced at the Contract Price and is not counted towards or subject to the Volume Commitment or Buyer's full requirements of, the affected Transaction. If Buyer fails to comply with a Restrictive Order, Buyer shall be responsible for compensating Seller for Gas, at pricing reasonably determined by Seller, to provide RO Gas or otherwise cover Buyer's receipt or use of Gas. During the pendency of a Restrictive Order, Seller will not be obligated to repurchase from Buyer, and Buyer will not be obligated to purchase from Seller, any portion of the Volume Commitment that was not or could not be delivered to the Delivery Point.

(f) For the purposes of this Agreement, a "**Transporter**" is the Gas gathering or pipeline company, or local distribution company, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point(s) specified in a Transaction Confirmation. A **"Receiving Transporter"** is a Transporter with which Buyer has contracted for or subscribed to transportation service for the delivery of Gas from the Delivery Point to Buyer's Facility as provided in such Transporter's applicable tariff, rules of service, or transportation agreement between Buyer and the Receiving Transporter.

5. Invoicing and Payment. Seller will invoice Buyer monthly for all Transactions in effect during the preceding month based on the Contract Price, Volume Commitment and Additional Charges, if any, set forth in the respective Transaction Confirmations. Buyer will pay Seller the full invoice amount in accordance with the payment instructions set forth on the invoice within 10 days of the invoice date (the "**Payment Due Date**"); *provided, however*, that if the Payment Due Date falls on a non-Business Day, the Payment Due Date shall be the following Business Day. If Buyer, in good faith, disputes the amount of any invoice or any part thereof, Buyer will pay the undisputed amount of the invoice by the Payment Due Date and provide a Notice to Seller specifying (i) the invoice item(s) and amount(s) disputed, (ii) the reason(s) for the dispute, and (iii) including written documentation with reasonably full particulars to support the amount paid or disputed (a "Dispute Notice"), within 10 days following the Payment Due Date or else waive the right to challenge the invoice amount. If Buyer fails to pay any undisputed invoiced amounts or provide a Dispute Notice by the Payment Due Date, Seller may charge and collect from Buyer a late fee equal to the lesser of 1½% of the outstanding balance per month (compounded monthly) or the maximum interest rate allowed by law. Notwithstanding any other provision herein, the aggregate interest rate charged with respect to any amounts payable hereunder, including all charges or fees in connection therewith deemed in the nature of interest under applicable law, shall not exceed the highest rate permitted by applicable law. It is the intention of the parties to conform strictly to any applicable usury laws. Accordingly, if any party contracts for, charges, or receives any consideration which constitutes interest more than the highest rate permitted by applicable law, then any such excess shall be cancelled automatically and, if previously paid, shall at such party's option be (i) applied to any outstanding amounts due hereunder

from or (ii) refunded to the other party. Buyer will pay Seller for all costs and expenses incurred by Seller (including reasonable attorneys' fees) to collect any past due invoiced amounts. Buyer will be responsible for and pay all taxes and fees assessed by governmental entities on the purchase and sale of Gas hereunder (including any gross receipts taxes and franchise fees). If Buyer is entitled to a tax exemption, Buyer shall provide Seller with any necessary documentation of such exception. All invoices and associated payments are final unless either Party disputes the accuracy of such invoice(s) or payment(s) in writing, with reasonably full particulars to support such dispute, within two (2) years after the invoice date (or later if applicable Transporter tariff provisions allow).

6. Measurement and Quality. The Gas quantities used for invoicing purposes will be the Gas quantities as measured or allocated during the invoice period by the applicable Transporter operating the Gas measurement equipment at the Delivery Point(s) (the "**Measured Volumes**"). If Buyer has contracted for or subscribed to transportation service with a Receiving Transporter for the delivery of Gas to Buyer's Facility and Buyer has appointed Seller as its agent with the Receiving Transporter in a Transaction Confirmation as specified in Section 4(d), then, unless otherwise provided in the Transaction Confirmation, the Measured Volumes will be those quantities reported by the Receiving Transporter at Buyer's Facility. In the event the Measured Volumes are not reported by the Transporter before Seller's invoice date, the Gas quantities at the Delivery Point(s) for that invoice will be estimated by Seller and such estimated quantities will then be adjusted to the applicable Measured Volumes on Seller's next invoice after such Measured Volumes are reported by the Transporter. For any invoice period during which Gas is delivered by Seller to Buyer under two or more Transactions to the same Delivery Point(s), Seller will apply the Measured Volumes for invoicing purposes in the following order (and therein all in ascending date order): (i) FM Gas, (ii) RO Gas, (iii) fixed price, (iv) index price, and then (v) market rate. All Gas delivered by Seller will meet the quality requirements of the Receiving Transporter.

7. Credit Terms. Buyer must meet Seller's creditworthiness standards at all times. Buyer will provide to Seller, as Seller may reasonably request from time to time, sufficient information to enable Seller to determine Buyer's creditworthiness, including, but not limited to, financial statements and trade references. If Buyer does not at any time meet Seller's creditworthiness standards Seller may require that Buyer provide sufficient credit support for Buyer's payment obligations under this Agreement, in the form and amount, for a term, and from an issuer (as the case may be) reasonably acceptable to Seller. Any credit support subject to an expiry date and which is not renewed or renewable by the issuer must be replaced with adequate credit support meeting the requirements hereof and provided to Seller not less than 15 Business Days prior to the expiration of the expiring credit support. Buyer authorizes Seller to obtain Buyer's Gas History and credit history from any Transporter serving Buyer's Facilities and Buyer agrees to execute any documentation required by the Transporter in order to release such information to Seller. Each Party agrees that this Section 7 supersedes and replaces in their entirety any requirements of law relating to assurance of future performance, including without limitation Article 2 of the Uniform Commercial Code.

8. Performance Breach. As used in this Agreement, "**Firm**" means that either Party may interrupt its performance without liability only to the extent that such performance is excused by a Force Majeure Event or the action(s) or inaction(s) of the other Party, and "**Interruptible**" means that either Party may interrupt its performance at any time for any reason without liability. Except as provided in Section 4(c) and Section 9, and unless a different remedy for breach of a Firm obligation is specified in a Transaction Confirmation, the sole and exclusive remedy of the Parties in the event of a breach of a Firm obligation is, in addition to the payment or reimbursement of any Transporter Imbalance Charges caused by such breach, as follows: (a) in the event of a breach by Seller on any day, Seller shall pay Buyer an amount (that amount, "**Seller's Cover Payment**") equal to the difference between the Volume Commitment for that day and the quantity of Gas delivered to the Delivery Point(s) that day, multiplied by the positive difference, if any, obtained by subtracting the Contract Price from a daily index price reflecting then-current market conditions that correlates to the location of the most relevant Gas supply pool, as determined by Seller in a reasonable manner (the "**Daily Spot Price**"); and (b) in the event of a breach by Buyer on any day, Buyer shall pay Seller an amount (that amount, "**Buyer's Cover Payment**") equal to the difference between the Volume Commitment for that day and the quantity of Gas received at the Delivery Point(s) that day, multiplied by the positive difference, if any, obtained by subtracting the Daily Spot Price from the Contract Price. Seller will apply a credit in the amount of Seller's Cover Payment, if any, and a charge in the amount of Buyer's Cover Payment, if any, in the invoice(s) sent to Buyer under Section 5.

9. Early Termination.

(a) Either Party may (i) terminate a Transaction if (x) the other Party breaches a Firm obligation with respect to such Transaction for a period of more than 30 consecutive days regardless of whether such failure is excused, in whole or in part, by a Force Majeure Event or (y) the Facility or Delivery Point(s) that are the subject of the Transaction are served by a Transporter and become ineligible for transportation service by such Transporter regardless of whether such ineligibility is excused, in whole or in part, by a Force Majeure Event, and (ii) terminate this Agreement and all Transactions then in effect if the other Party or its guarantor (if any) files or has filed against it a petition for relief under the United States Bankruptcy Code or similar state law for the protection of creditors, or otherwise becomes bankrupt or insolvent, has a receiver or similar official appointed with respect to it or substantially all of its assets, makes an assignment or any general arrangement for the benefit of creditors, or is unable to pay its debts as they fall due.

(b) Seller may terminate this Agreement and all Transactions then in effect if Buyer or its guarantor (if any): (i) fails to pay any invoice amount not subject to a Dispute Notice provided pursuant to Section 5 on or before 15 days following the Payment Due Date, if such failure is not excused or cured within 5 business days after written Notice thereof from Seller; (ii) fails to provide credit support in accordance with Section 7 on or before the end of the 2nd Business Day following Seller's request; (iii) fails to perform or maintain in full force and effect any obligation owed to Seller with respect to any credit support provided under Section 7; or (iv) makes any representation or warranty that was false or misleading in any material respect when made or when deemed made or repeated, or if any representation or warranty becomes untrue or incorrect in any material respect. In addition to the foregoing, Seller may terminate a Transaction if Buyer, prior to the expiration of the applicable Delivery Period, permanently closes its Facility subject of such Transaction or fails to take delivery of the Volume Commitment for a period of thirty (30) days or more, regardless of whether such closure of the Facility or failure to take delivery of the Volume Commitment is due to reasons of Force Majeure.

(c) The Party having the right to terminate under this Section (the "**Non-Defaulting Party**") may give Notice of termination to the other Party (the "**Defaulting Party**"), and such termination will be effective upon the date of the Notice, unless a later termination date is designated in the Notice, in which case the termination will be effective upon such later termination date, which later date must be no later than 20 days after the date of the Notice unless a longer time period is applicable under the tariff or rules of service of the Transporter delivering Gas to Buyer's Facility in which event such longer period will apply (the effective date of the termination, the "**Early Termination Date**"). To the extent the right to terminate under this Section has occurred and is continuing, the Non-Defaulting Party may also immediately suspend all delivery, receipt, and payment obligations owed under the Terminated Transactions.

10. Early Termination Damages.

(a) If one or more Transactions will be terminated pursuant to Section 9 (the "**Terminated Transactions**"), the Non-Defaulting Party will, as soon as reasonably practicable after the Early Termination Date, liquidate and accelerate the outstanding Volume Commitment under each Terminated Transaction (the sum thereof, the "**Outstanding Volumes**") as of the Early Termination Date at a market price for similar transactions at the affected Delivery Point(s), as determined by the Non-Defaulting Party in a commercially reasonable manner (the "**Market Price**"). If the product of the Outstanding Volumes multiplied by the Market Price (that product, the "**Market Value**") is greater than the product of the Outstanding Volumes multiplied by the Contract Price (that product, the "**Contract Value**"), then the difference between them, as discounted by the Non-Defaulting Party to present value in a commercially reasonable manner as of the Early Termination Date, (the "**Liquidated Damages**") will be owed by Seller to Buyer and, if the Contract Value is greater than the Market Value, then the Liquidated Damages will be owed by Buyer to Seller.

(b) The Non-Defaulting Party will, as soon as reasonably practicable after determining the Liquidated Damages, (i) net or aggregate, as appropriate, the Liquidated Damages against or with (A) all outstanding payment obligations owed between the Parties under the Terminated Transaction(s) as of the Early Termination Date (including any Buyer Cover Payment or Seller Cover Payment) for which payment has not been received, (B) any and all costs and penalties imposed by a Transporter or other third party on the Non-Defaulting Party as a result of the early termination, (C) all reasonable, out-of-pocket costs and expenses incurred by the Non-Defaulting Party in connection with terminating and liquidating the Terminated Transactions, including but not limited to, any brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by the Non-Defaulting Party either in terminating any arrangements undertaken to hedge its obligations under the Terminated Transactions or in entering into new arrangements to replace the Terminated Transactions, and (D) any and all costs and expenses incurred by the Non-Defaulting Party (including reasonable attorney fees and court costs, if any) to collect any amounts due, or in connection with enforcing its rights, hereunder, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other (the "**Net Settlement Amount**") and (ii) notify the Defaulting Party of the Net Settlement Amount. The Party owing the Net Settlement Amount shall pay it in full to the other Party within 15 days after the date of that Notice. Interest on any unpaid portion of the Net Settlement Amount will accrue from the date due until the date of payment at the rate set forth in Section 5. If Buyer is the Defaulting Party, no Net Settlement Amount will be payable to Buyer in connection with a Terminated Transaction that is a Fixed Price Transaction Confirmation.

11. Title, Risk of Loss, Indemnification and Disclaimer of Implied Warranties. For each Transaction, title to and risk of loss for the Gas will pass to Buyer at the Delivery Point(s). Seller shall indemnify Buyer and save it harmless from all losses, liabilities, damages and demands including reasonable attorneys' fees and costs of court ("**Losses**") arising from or out of claims of personal injury, including any wrongful death action, or property damage from said Gas (collectively, the "**Claims**") that attach before title to said Gas passes to Buyer, and Buyer will indemnify Seller and save it harmless from all Losses arising from or out of Claims that attach at and after title to said Gas passes to Buyer. If Buyer is a governmental

entity, these indemnity obligations will only apply to the extent permitted by applicable law. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRIOR SENTENCE, SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, WHETHER STATUTORY OR COMMON LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Assignment. Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except that either Party may assign this Agreement after Notice to the other Party, *provided that*: (a) in the case of an assignment by Seller, such assignment is (i) to an Affiliate or a successor resulting from a merger or the acquisition of all or substantially all of Seller's assets or equity or (ii) an assignment, transfer, encumbrance or pledge of this Agreement, or the accounts, revenues or proceeds hereof, in connection with any financing or other financial arrangements; and (b) in the case of an assignment by Buyer, (i) such assignment is to an Affiliate or a successor resulting from a merger or the acquisition of all or substantially all of Buyer's assets or equity and (ii) such Affiliate or successor meets Seller's creditworthiness standards as determined by Seller prior to any such assignment taking effect. In no event may either Party sever a Transaction, or any portion of its rights or obligations to receive or deliver Gas under a Transaction, from this Agreement and transfer such Transaction or such rights or obligations separately from the remainder of the Transaction or this Agreement without the express written consent of the other Party. Notwithstanding any assignment hereunder, the assigning Party shall be liable for all obligations incurred or arising under this Agreement prior to the effective date of an assignment otherwise permitted under this Section 12 (the "effective date" of an assignment shall be the date on which the assignee expressly agrees to accept and assume this Agreement and all corresponding obligations from the assigning Party arising as of such date). As of and after the effective date of such permitted assignment, the assignee shall become liable for all obligations arising hereunder to the same degree and to the same extent as if the assignee was the original Party to this Agreement, the assigning Party shall be released from any further obligations hereunder, and the assignee shall become known as "the Buyer" or "the Seller", as appropriate, under this Agreement on and from said effective date. For the sake of clarity, unless otherwise agreed to in writing by the other Party, the assigning Party will remain liable for all obligations incurred hereunder prior to the effective date of any assignment. Any attempted assignment in violation of this Section will be null and void and without effect. This Agreement will be binding on the Parties' respective permitted successors and assigns. "**Affiliate**" means an entity that controls, is controlled by, or is under common control with, the assigning Party. **"Control"** of any entity means ownership of at least fifty percent of the voting power of the entity.

13. Force Majeure.

(a) If either Party is prevented or delayed as a result of a Force Majeure Event from performing, in whole or in part, one or more of its obligations under a Transaction and such Party (the "**Claiming Party**") uses commercially reasonable efforts to give Notice of the Force Majeure Event to the other Party or to the other Party's representative or agent, then from the date the Force Majeure Event commenced and to the extent and for the duration thereof, the Claiming Party will be excused from the performance of its obligations with respect to such Transaction, and shall not be liable for any delay or failure in performing such obligations, if and to the extent that such failure or delay is a result of such Force Majeure Event (other than the obligation to make payments that are otherwise due and payable under this Agreement), including, without limitation, any obligation to deliver the full Volume Commitment and any obligation to deliver the Volume Commitment or Buyer's full requirements at the Contract Price. The Claiming Party's Notice of such Force Majeure Event may initially provide Notice verbally but will provide written Notice with reasonable detail of the Force Majeure Event as soon as reasonably practicable. The Claiming Party will use commercially reasonable efforts to remedy the failure or delay to perform as a result of the Force Majeure Event; *provided, however*, (A) Seller is not obligated to deliver, and Buyer is not obligated to receive, Gas under a Transaction at points other than the Delivery Point(s) thereunder; (B) neither Party is required to use extraordinary efforts or incur extraordinary costs to avoid or resolve the Force Majeure Event or its impacts; (C) a Force Majeure Event shall not extend the Delivery Period of any Transaction; (D) Seller is not obligated to procure Gas from alternate sources, such as storage; and (E) neither Party is obligated to make up any quantity of Gas it would otherwise have been obligated to sell or purchase, as the case may be, during any period in which a Force Majeure Event was validly claimed.

(b) In the event of a Force Majeure Event, Seller has the right to reduce the quantity of Gas it is obligated to deliver and allocate Seller's Gas Supply as Seller determines in its sole discretion across its customers, including Buyer. "**Seller's Gas Supply**" means Gas acquired by or on behalf of Seller from a third-party supplier or suppliers, whether individually or on an aggregated basis, on a regional, pipeline or geographic basis (as determined solely by Seller in the conduct of its regular business), and from which Seller allocates quantities to be used by Seller to fulfill, in whole or in part, the monthly Volume Commitment (or any daily proration thereof) specified in a Transaction; *provided, however*, unless otherwise expressly agreed to in a Transaction that also specifically memorializes any agreed upon monetary consideration or fees paid therefor by Buyer to Seller, 'Seller's Gas Supply' excludes Gas in any type of storage, imbalance account or any incremental or balance-of-month Gas purchased by or on behalf of Seller in the daily spot market. A Force Majeure Event may require, or may result in the need for (as reasonably determined by Seller), Seller to sell Gas to Buyer ("**FM Gas**") at a price subject to then-current market pricing, which may differ from the Contract Price (or, if applicable, the Undertake Price or Overtake Price) set forth in an affected Transaction, and any such FM Gas will be priced and invoiced to Buyer (including any charges or penalties applicable thereto) as reasonably determined by Seller and paid by Buyer in accordance with Section 5. Seller shall deliver or receive FM Gas on a commercially reasonable basis, including subject to available transportation. For the avoidance of doubt, FM Gas will not be priced at the Contract Price of and is not counted towards or subject to the Volume Commitment or Buyer's full requirements of, the affected Transaction. If Buyer receives Gas during a Force Majeure Event, Buyer will be responsible for compensating Seller for Gas, at pricing reasonably determined by Seller, to provide FM Gas or otherwise cover Buyer's receipt or use of Gas. During a Force Majeure Event, Seller's ability or efforts to source Gas or otherwise cover Buyer's receipt of Gas shall not affect Seller's ability to invoke or the validity of a Force Majeure Event or benefit from the rights set forth in this Section 13. During the pendency of a Force Majeure Event, Seller will not be obligated to repurchase from Buyer, and Buyer will not be obligated to purchase from Seller, any portion of the Volume Commitment that was not delivered to the Delivery Point.

(c) "**Force Majeure Event**" means an event or circumstance, whether of the kind described herein or otherwise, that prevents or delays the Claiming Party from performing, in whole or in part, one or more of its obligations under a Transaction, which event or circumstance is not within the reasonable control of, does not result from the negligence of, and would not have been avoided or overcome by the exercise of reasonable diligence by, the Claiming Party. Subject to the foregoing sentence, Force Majeure Events include, but are not limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells, Gas processing facilities, lines of pipe or appurtenant facilities; (iii) interruption, termination and/or curtailment of Firm transportation (including but not limited to Restrictive Orders, pipeline capacity allocations, pipeline interconnect issues or other similar problems); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation (including but not limited to a tariff regulation in a Transporter's tariff). Unless otherwise specified in a Transaction, the term "Firm" in the preceding sentence means Seller's utilization in its sole discretion of firm service agreement(s) with Transporter(s) under which the Delivery Point(s) is not a specified primary point for the delivery of Gas. Neither Party shall be entitled to the provisions of this Section 13 to the extent the Party claiming Force Majeure failed to remedy the condition and to resume performance under this Agreement with reasonable dispatch; provided, however, that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such event. The Party claiming Force Majeure shall not be excused from its responsibility, if any, for Imbalance Charges.

14. Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

15. Forward Contract. The Parties agree that this Agreement, and each Transaction and Transaction Confirmation entered into under this Agreement, constitutes a "forward contract," that Seller and Buyer are each "forward contract merchants" and that this Agreement constitutes a "master netting agreement," in each case within the meaning of the United States Bankruptcy Code.

16. Dodd-Frank Transaction Classification. Each Party represents as of each time it enters into a Transaction that the Transaction qualifies for either (a) the forward contract exclusion as set forth under Section 1a(47)(B)(ii) of the Commodity Exchange Act or (b) the trade option exemption as set forth under 17 C.F.R. Section 32.3(a). Each Party will promptly give Notice to the other Party if the foregoing representation becomes incorrect or misleading. If a Transaction is subject to any governmental reporting requirements, including but not limited to any reporting requirements of the Commodity Futures Trading Commission enacted under Title 7 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, each Party will provide the other Party any information reasonably requested by such other Party to enable it to comply with those requirements.

17. Buyer Representations. Buyer represents and warrants to Seller, as of the Effective Date and the date of each Transaction Confirmation, that it (a) is acting for its own account; (b) has made its own independent decision to enter into this Agreement and each Transaction and as to whether this Agreement and each such Transaction is appropriate or proper for it based upon its own judgment; (c) is not relying upon the advice or recommendations of Seller in entering into this Agreement and each Transaction; (d) is capable of assessing the merits of and understands and accepts, the terms, conditions and risks of this Agreement and each Transaction; (e) understands that information and explanations of the terms of each Transaction will not be considered investment or trading advice or a recommendation to enter into that Transaction; (f) understands that no communication (written or oral) received from Seller will be deemed to be an assurance or guarantee as to the expected results of a Transaction; (g) this Agreement and each Transaction Confirmation has been executed by its duly authorized representative; (h) the execution, delivery and performance of the Agreement and each Transaction are within its powers, have been duly authorized by all necessary action, and do not violate any terms and conditions in its governing documents, any contracts to which it is a party or any law applicable to it; and (i) understands that Seller is not acting as a fiduciary or agent for or an advisor to it in respect of this Agreement or any Transaction.

18. Market Disruption. If a Market Disruption Event has occurred, then either Party may give Notice thereof to the other Party specifying in reasonable detail the event that has occurred constituting a Market Disruption Event. Upon the giving of such Notice, the Parties will negotiate in good faith to agree on a replacement price for the Index Price (or on a method for determining a replacement price for the Index Price) for the Affected Period. An "**Affected Period**" is any part of the Delivery Period under a Transaction affected by the Market Disruption Event. If the Parties have not agreed on or before the second Business Day following the date of the Notice of the occurrence of the Market Disruption Event, then the replacement price for the Index Price will be determined within the next two following Business Days with each Party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of natural gas for the Affected Period of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point(s). Once the Parties obtain the quotes, the following methodology shall be used to determine the replacement price for the Index Price: (i) if each Party obtains two quotes, the arithmetic mean of the quotations, excluding the highest and lowest values, shall be utilized; (ii) if one Party obtains two quotes and the other Party only obtains one quote, the highest and lowest values shall be excluded and the remaining quotation shall be utilized; (iii) if both Parties each obtain one quote, the arithmetic mean of the quotations shall be utilized; or (iv) if only one Party is able to obtain a quote, the obtained quotation should be utilized. For the purposes of the foregoing sentence, if more than one quotation is the same as the other quotation, and such quotations are the highest and/or lowest values, only one of the quotations shall be excluded. Notwithstanding and in lieu of the foregoing, in the event of the occurrence of a Market Disruption Event defined in subpart (f) below, the replacement price will be a then current market price for delivered Gas at the Delivery Point as determined by Seller in a commercially reasonable manner. "**Index Price**" means the price or a factor of the price, based on a specified published index, agreed to in a Transaction as the Contract Price. "**Market Disruption Event**" means, relating to an Index Price in a Transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Index Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; (e) a market abnormality, anomaly or other occurrence, other than during or caused by a Force Majeure Event, which causes the Index Price to no longer be reflective of the market price of Gas for the relevant market in the geographic area in which the Delivery Point(s) is located; or (f) the index is published with a value that is equal to or less than zero.

19. Dispute Negotiations. Any dispute, controversy, or Claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof, including a dispute of the invoice amount as contemplated by Section 5 (a "**Dispute**") must be sent in writing to the other Party ("**Dispute Notice**"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between the Parties, including not fewer than two negotiation sessions attended by an authorized representative of each Party. Any third-party energy manager or consultant of Buyer will not be deemed to be an authorized representative of Buyer for purposes of this Section unless Buyer expressly specifies such in writing to Seller. In the event the Parties are unable to resolve such Dispute within sixty (60) days of the date of the Dispute Notice for whatever reason, either Party may pursue any and all available legal remedies to enforce its rights pursuant to this Agreement.

20. Governing Law & Forum Selection. This Agreement is to be construed and governed by the laws of the State of Texas, exclusive of its choice of law rules. Any action, suit, cause of action, petition, dispute, or controversy arising out of, relating to, or in connection with this Base Contract (an "Action"), including an Action regarding the interpretation, performance or nonperformance of this Base Contract, within the original or supplemental jurisdiction of the Texas Business Court shall be exclusively brought before a Texas Business Court in a Division of the Texas Business Court in which the party may establish proper venue. The Parties agree that Harris County, Texas constitutes a proper venue for any Action. If the Action does not meet the jurisdictional requirements of the Texas Business Court, then the Action shall be exclusively brought in the State or Federal Courts in Harris County, Texas. The Parties consent to the Texas Business Court's exercise

of supplemental jurisdiction over any claim or controversy related to the Action and agree to seek the Business Court's consent to exercise supplemental jurisdiction.

21. Class Action Waiver. The Parties agree to bring claims only in their individual capacity and not as a plaintiff or class member in any purported class, consolidated or representative action or proceeding of any kind. Further, unless both Parties agree otherwise in writing, arbitrators may not consolidate more than one party's claims and may not otherwise preside over any form of a class, consolidated or representative action or proceeding of any kind. BY AGREEING TO THIS PROVISION, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ACTION PROCEEDINGS, INCLUDING AS A CLASS REPRESENTATIVE OR CLASS MEMBER.

22. Miscellaneous. This Agreement and its terms are considered confidential by each Party and may not be disclosed to third parties except to the extent disclosure is necessary for its implementation or otherwise required by law, and except to such Party's or its Affiliates' employees, auditors, lawyers or other agents or advisors or prospective lenders, investors or purchasers of all or substantially all of such Party's assets or any of its rights under this Agreement, provided such persons are required to keep the information that is disclosed in confidence. No delay in exercising, waiver, or forbearance of any provision of this Agreement will be held to be a waiver or forbearance or require a waiver or forbearance of such provision in the future. Any portion of this Agreement which may be deemed to be unenforceable or illegal will not affect the enforceability or legality of its remaining terms. This Agreement will not be construed as creating any third-party beneficiaries hereof. Any and all amounts payable by either Party under this Agreement will be in U.S. dollars. This Agreement shall be deemed to have been drafted by both Parties. Both Parties obtained advice from competent counsel before executing this Agreement. This Agreement and each Transaction Confirmation may be executed in one or more counterparts. Delivery of an executed counterpart by facsimile or electronic mail in portable document format (.pdf) shall have the same effect as delivery of an executed original. Seller certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Agreement, engage in a Boycott of Israel.

23. Entire Agreement, Amendment and Construction. This Agreement constitutes the entire agreement between Buyer and Seller and supersedes any and all prior written or oral agreements and promises regarding the subject matter herein. This Agreement and all binding Transaction Confirmations (including any amendments to any of the foregoing) will be construed as a single integrated agreement. This Agreement cannot be amended except by written instrument signed by both Parties.

24. Agreement Termination. This Agreement may be terminated upon the earlier of: (a) by either Party upon the expiration of 30 days' prior Notice to the other Party if no Transactions are in effect and no obligations thereunder are outstanding, (b) automatically and without further action by the Parties, 2 years after the Effective Date if no Transactions are in effect and no obligations thereunder are outstanding, and (c) as otherwise set forth in this Agreement. Sections 6, 11, 12, 15 and 20 through 24 will survive any termination of this Agreement and continue in effect until the rights and obligations therein have been satisfied. It is further agreed that this Agreement, and/or any Transaction(s) then in effect, may be terminated by either Party upon the expiration of 30 days' prior Notice to the other Party if: (i) a Transporter files a tariff change or a court or governmental agency with jurisdiction (including, without limitation, the Federal Energy Regulatory Commission) causes a Transporter to initiate a tariff change in a manner that causes a Party to incur additional, uncontemplated, material capital or operating costs (including, but not limited to, Transporter fixed and/or variable charges or fuel, or in connection with Transporter system operational limitations or restrictions) relating to its performance hereunder; and (ii) the Parties are unable, after good faith negotiations, to renegotiate the terms hereof and/or those of an affected Transaction.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

IN WITNESS WHEREOF the Parties have executed this Agreement with effect from the Effective Date.

["**SELLER**"]	["**BUYER**"]
Seller: Symmetry Energy Solutions, LLC	**Buyer: City of Broken Arrow**
By: ___________________________________	By: ____________________________________
Print Name: ____________________________	Print Name: _____________________________
Title: __________________________________	Title: __________________________________

Symmetry Customer Portal

Register for the Symmetry Customer Portal to access your information 24 hours a day:

- View and Print Invoice and Account Payment History
- Manage account contacts and contact preferences
- View and Export Daily Usage and Monthly Billing volumes
- Sign up to receive your monthly Invoices as an attachment to an email
- Pay your Invoice securely online by clicking on the Invoice and Payment Options link
- View Energy Resources and Insights

To register, go to https://portal.symmetryenergy.com/ (formerly myCES) and click on the Register link or reach out to your sales rep directly. Maintaining contact details with Symmetry will ensure you stay up to date with the latest information, including critical account notices, emergency notifications, invoices and more. As some information may be time sensitive, please review and update your contact information today.

Paperless Invoicing

We're now fully Paperless! Eliminating paper invoices helps us reduce waste and direct more resources to serving our customers. Invoices can now be received monthly via e-mail or online at our Customer Portal.

Payment Options

Method	Cost	Instructions
Automatic Bank Draft (ABD)	Free Maximum amount per transaction is $9,999,999.99	Funds are automatically withdrawn monthly from your bank account in the amount of your current invoice on your invoice due date. To enroll, please complete the online authorization form at **https://portal.symmetryenergy.com/** and hover over Invoice and Payment Options, selecting Sign Up for Auto Draft.
Online	Free Maximum amount per transaction is $9,999,999.99	**Electronic Funds Transfer (EFT)** Funds are withdrawn from your bank account in the amount that you specify. There is no cost for this service! Payments are accepted by calling 866-578-7617 or online at **https://portal.symmetryenergy.com/**. You will need your bank account and bank routing numbers, as well as the first seven-digits of your Symmetry Energy Solutions invoice number to process payment.
	$57.95 per transaction* Maximum amount per transaction is $3,000.00	**Credit/Debit Card** Credit and debit card payments are processed through HP Convenience Pay™, which charges a transaction fee. Discover, MasterCard and Visa cards are accepted. Payments are accepted by calling 866-578-7617 or online at **https://portal.symmetryenergy.com/**. You will need the first seven-digits of your Symmetry Energy Solutions invoice number and card information to process payment. Please note that you do not need to be registered for the Symmetry Customer Portal to make this type of payment.
Phone	Cost varies by payment method	Call HP Convenience Pay at 866-578-7617. You will need the first seven-digits of your Symmetry Energy Solutions invoice number.
Wire or ACH Transfer	Free	Please use the wire or ACH transfer instructions and bank account number listed at the bottom of your current invoice, **WIRE TRANSFER** (ABA #021000021) or **ACH** (ABA #111000614): **Account Number:** 100080578

Broken Arrow Municipal Authority
Meeting of: 08-03-2026

Title:
..title
Award the most advantageous proposal for Bid No. 26.161 to Symmetry Energy Solutions for Natural Gas Commodity Supply
..End

Background:
The City of Broken Arrow solicited proposals for Bid No. 26.161, Natural Gas Commodity Supply, to provide natural gas commodity service for City facilities served by Oklahoma Natural Gas (ONG). The purpose of the Request for Proposals (RFP) was to obtain competitive pricing and establish a supply agreement that provides reliable service and cost stability for the City's large-volume natural gas accounts. The selected supplier will provide the natural gas commodity, while ONG will continue to provide distribution, metering, and transportation services.

The solicitation was advertised in the Tulsa World on June 10 and June 17, 2026, posted on the City's website, and distributed to seventeen (17) vendors. Four (4) proposals were received.

Following an evaluation of the proposals, staff recommends awarding Bid No. 26.161 to Symmetry Energy Solutions based on its 36-month fixed, all-in price of $3.64 per dth, as submitted in its proposal. Staff determined that Symmetry Energy Solutions submitted the most advantageous responsive and responsible proposal for the selected 36-month pricing option.

Cost: As bid per unit pricing, as needed

Funding Source: Various Funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: 26.161 Symmetry Energy Solutions Bid Doc's, 26.161 Signed Bid Tab.

Recommendation:
..recommend
Award the most advantageous proposal for Bid No. 26.161 to Symmetry Energy Solutions for Natural Gas Commodity Supply
..end

City of Broken Arrow

Request for Action

File #: 26-1293, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 08/18/2026

Title:

Ratification of the Claims List Check Register Dated August 10, 2026

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from July 28, 2026 through August 10, 2026 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $6,031,142.31 for the various funds.

Governmental Funds	$3,963,231.56
BAMA	$1,956,824.53
BAEDA	$ 111,086.22
Total	$6,031,142.31

A summary by funds and detail are attached.

Cost: $1,956,824.53

Funding Source: BAMA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated August 10, 2026

Recommendation:..recommend
Ratify Claims List Check Register dated 08/10/2026

City of Broken Arrow

Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	437,590.12	492
220	BA MUNICIPAL AUTHORITY	1,956,824.53	764
226	STORMWATER CAPITAL IN LIEU OF	58,853.37	1
227	CVB-HOTEL MOTEL	5,300.71	14
329	VEHICLE REPLACEMENT FUND	4,040.00	1
330	SALES TAX CAPITAL IMPROVEMENT	756,463.12	14
335	CDBG	39.73	1
342	STREET LIGHT FUND	1,507.76	4
343	STREET SALES TAX FUND	361,591.35	13
344	PS SALES TAX POLICE	120,629.93	227
345	PS SALES TAX FIRE	55,451.81	166
349	OPIOID SETTLEMENT FUND	13,500.00	2
592	2014 BOND ISSUE	6,160.00	1
593	2018 BOND ISSUE	1,967,147.12	28
660	WORKERS COMPENSATIONS	24,938.94	7
661	GROUP HEALTH AND LIFE	144,696.60	4
882	AGENCY FUND DEPOSITS	5,321.00	5
887	ECONOMIC DEVELOP AUTHORTY	111,086.22	4
Total		6,031,142.31	1,748

Fund 220

City of Broken Arrow

Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/30/2026	340981	3990 JERRY SCHUBER	T&A 06072026	TRAVEL REIMBURSEMENT	2205010 |550030|		2026/12	68.01
			PDR 060726A	PER DIEM WASTE LEADERSHIP SUMMIT	2205010 |550030|		2026/12	92.00
					Total For Check # 340981			**160.01**
07/30/2026	340985	4918 AIRGAS, INC	5525139726	5525139726 05/31/2026	2205405 |540330|		2026/12	42.90
			5525824511	5525824511 06/30/2026	2205405 |540330|		2026/12	53.00
			5524471030	5524471030 04/30/2026	2205405 |540330|		2026/12	42.00
					Total For Check # 340985			**137.90**
07/30/2026	340986	4935 AMAZON.COM SALES INC	167H-JDGG-79FM	STOCK ORDER	220 |141000|		2026/12	153.55
			1M7R-LH6P-J3G7	Industrial 3-Port Ethernet Switch	2205410 |560230|		2026/12	59.99
					Total For Check # 340986			**213.54**
07/30/2026	340990	885 ATWOOD DISTRIBUTING LP	3917	BLANKET PO SAFETY SHOES & MISC	2205400 |560230|		2026/12	48.99
					Total For Check # 340990			**48.99**
07/30/2026	340994	5670 BLUE BEACON INC	5189139	5189139	2205010 |530870|		2026/12	76.65
			5208257	5208257	2205010 |530870|		2026/12	363.87
					Total For Check # 340994			**440.52**
07/30/2026	340998	2083 CHEMTRADE CHEMICALS US	90416439	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2026/12	20,420.84
					Total For Check # 340998			**20,420.84**
07/30/2026	341003	445 ECONOLITE CONTROL	INV239105	PW STOCK-Controller for Gary H.-Holding	220 |141000|		2026/12	7,565.72
					Total For Check # 341003			**7,565.72**
07/30/2026	341005	1231 AT&T MOBILITY LLC	DVR062026	ACCT # 500634737 06/05-07/04/26	2201205 |550540|		2026/12	33.00
			DVR062026	ACCT # 500634737 06/05-07/04/26	2201700 |550540|		2026/12	121.25
			DVR062026	ACCT # 500634737 06/05-07/04/26	2205010 |550540|		2026/12	64.00
			DVR062026	ACCT # 500634737 06/05-07/04/26	2205100 |550540|		2026/12	40.50
			DVR062026	ACCT # 500634737 06/05-07/04/26	2205115 |550540|		2026/12	0.50
			DVR062026	ACCT # 500634737 06/05-07/04/26	2205305 |550540|		2026/12	64.00
			DVR062026	ACCT # 500634737 06/05-07/04/26	2205400 |550540|		2026/12	32.50
			DVR062026	ACCT # 500634737 06/05-07/04/26	2205401 |550540|		2026/12	109.75
			DVR062026	ACCT # 500634737 06/05-07/04/26	2205403 |550540|		2026/12	97.00
			DVR062026	ACCT # 500634737 06/05-07/04/26	2205405 |550540|		2026/12	8.00
			DVR062026	ACCT # 500634737 06/05-07/04/26	2205406 |550540|		2026/12	270.75
			DVR062026	ACCT # 500634737 06/05-07/04/26	2205415 |550540|		2026/12	1,294.25

Fund 220

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				DVR062026	ACCT # 500634737 06/05-07/04/26	2205220 |550540|		2026/12	7.50
						Total For Check # 341005			**2,143.00**
07/30/2026	341006	674	GARVER ENGINEERS	2401110-18	2554620 Water Master Plan	2205400 |570160|	2554620	2026/12	7,355.28
						Total For Check # 341006			**7,355.28**
07/30/2026	341008	1144	HDR, INC	1200832973	2554690 Waste Water Master Plan Update	2205415 |570160|	2554690	2026/12	1,713.86
				1200846379	Windsor Lift Station S.26030	2205415 |570160|	S.26030	2026/12	1,351.70
						Total For Check # 341008			**3,065.56**
07/30/2026	341009	725	HOLLOWAY, UPDIKE AND	PA 7 25BALIFTSTA	San Sanewer Lift Station Conditions	2205205 |530870|		2026/12	2,400.00
						Total For Check # 341009			**2,400.00**
07/30/2026	341010	2337	ICM OF AMERICA INC	096808	PW STOCK	220 |141000|		2026/12	169.40
						Total For Check # 341010			**169.40**
07/30/2026	341011	23	J D YOUNG COMPANY INC	1344281	LEASE & USAGE CHARGE FY26	2205400 |540330|		2026/12	1.13
				1344281	LEASE & USAGE CHARGE FY26	2201503 |540550|		2026/12	84.18
				1344281	LEASE & USAGE CHARGE FY26	2205100 |540550|		2026/12	39.64
				1344281	LEASE & USAGE CHARGE FY26	2205115 |540550|		2026/12	7.87
				1344281	LEASE & USAGE CHARGE FY26	2205120 |540550|		2026/12	13.92
				1344281	LEASE & USAGE CHARGE FY26	2205130 |540550|		2026/12	24.28
				1344281	LEASE & USAGE CHARGE FY26	2205205 |540550|		2026/12	396.72
				1344281	LEASE & USAGE CHARGE FY26	2205305 |540550|		2026/12	28.16
				1344281	LEASE & USAGE CHARGE FY26	2205400 |540550|		2026/12	47.54
				1344281	LEASE & USAGE CHARGE FY26	2205404 |540550|		2026/12	7.18
				1344281	LEASE & USAGE CHARGE FY26	2205405 |540550|		2026/12	9.81
				1344281	LEASE & USAGE CHARGE FY26	2205410 |540550|		2026/12	4.12
				1344281	LEASE & USAGE CHARGE FY26	2201503 |560230|		2026/12	3.07
				1344281	LEASE & USAGE CHARGE FY26	2205100 |560230|		2026/12	3.07
				1344281	LEASE & USAGE CHARGE FY26	2205115 |560230|		2026/12	3.07
				1344281	LEASE & USAGE CHARGE FY26	2205120 |560230|		2026/12	3.07
				1344281	LEASE & USAGE CHARGE FY26	2205130 |560230|		2026/12	3.07
				1344281	LEASE & USAGE CHARGE FY26	2205205 |560230|		2026/12	3.07
				1344281	LEASE & USAGE CHARGE FY26	2205305 |560230|		2026/12	3.07
				1344281	LEASE & USAGE CHARGE FY26	2205404 |560230|		2026/12	1.19
				1344281	LEASE & USAGE CHARGE FY26	2205405 |560230|		2026/12	3.07
				1344281	LEASE & USAGE CHARGE FY26	2205410 |560230|		2026/12	3.07

Fund 220

City of Broken Arrow

Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 341011			**693.37**
07/30/2026	341012	2004	KIMLEY-HORN & ASSOCIATES	061292300-0626	091537	2205400 |570160|	165424	2026/12	4,320.00
						Total For Check # 341012			**4,320.00**
07/30/2026	341016	25	NAPA AUTO PARTS	027171	027171 06/16/2026	2205410 |560230|		2026/12	6.66
						Total For Check # 341016			**6.66**
07/30/2026	341017	4118	OKLAHOMA EMPLOYMENT	2ND QTR 2026	FEIN 73-6005109 ACCT#80-	2201700 |520250|		2026/12	7,711.59
						Total For Check # 341017			**7,711.59**
07/30/2026	341018	4349	OKIE PACKAGING &	322023	PW STOCK	220 |141000|		2026/12	704.31
				321626	BLANKET ORDER FOR BLANKET PO	220 |141000|		2026/12	377.20
				321913BO	PW STOCK	220 |141000|		2026/12	960.70
				321606BO	PW STOCK	220 |141000|		2026/12	1,441.05
				322035BO	PW STOCK	220 |141000|		2026/12	898.94
						Total For Check # 341018			**4,382.20**
07/30/2026	341022	4508	C A ASSETS LLC	29169	REPLACE TWO OVERHEAD DOORS AT	2205410 |540070|		2026/12	14,071.00
						Total For Check # 341022			**14,071.00**
07/30/2026	341025	596	REGIONAL METROPOLITAN	446099	446099 07/10/2026	2205410 |540450|		2026/12	131,872.15
				446099	446099 07/10/2026	2205410 |570170|	2754290	2026/12	97.48
				446099	446099 07/10/2026	2205410 |570170|	2754290	2026/12	227,662.57
						Total For Check # 341025			**359,632.20**
07/30/2026	341026	2173	RJN GROUP INC	37090103	HC Trunk Sewer Agreement	2205410 |570160|	HC26010	2026/12	39,875.00
				37090104	HC Trunk Sewer Agreement	2205410 |570160|	HC26010	2026/12	20,675.00
						Total For Check # 341026			**60,550.00**
07/30/2026	341029	1489	TULSA HEALTH DEPARTMENT	NV2607016	NV2607016 07/02/2026	2205404 |530340|		2026/12	10,922.00
						Total For Check # 341029			**10,922.00**
07/30/2026	341030	1988	TULSA TRUCK WORKS	27459	Upfit for new water distribution truck (locate)	2205400 |570020|	2654030	2026/12	5,585.00
						Total For Check # 341030			**5,585.00**
07/30/2026	341031	1496	TWIN CITIES READY MIX INC	324391	BLANKET PO FOR MISC	2205305 |560270|		2026/12	490.20
				324527	BLANKET PO FOR MISC	2205400 |560270|		2026/12	229.20

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				324692	BLANKET PO FOR MISC	2205400 |560270|		2026/12	152.80
				324465	BLANKET PO FOR MISC	2205305 |560270|		2026/12	1,260.40
				324574	BLANKET PO FOR MISC	2205305 |560270|		2026/12	182.80
				324526	BLANKET PO FOR MISC	2205305 |560270|		2026/12	1,134.20
						Total For Check # 341031			**3,449.60**
07/30/2026	341032	744	UNITED RENTALS, INC	263660670-001	263660670-001 06/26/2026	2205415 |540320|		2026/12	721.00
						Total For Check # 341032			**721.00**
07/30/2026	341033	44	UTILITY SUPPLY	3006071	PW STOCK	220 |141000|		2026/12	241.00
				3004801	3004801 PO 22602772 PRJ WL26020	2205403 |570150|	WL26020	2026/12	563.72
				3005309	3005309 PO 22602772 PRJ WL26020	2205403 |570150|	WL26020	2026/12	447.85
				3005310	3005310 PO 22602772 PRJ WL26020	2205403 |570150|	WL26020	2026/12	281.86
						Total For Check # 341033			**1,534.43**
07/30/2026	341046	737	KENNETH D SCHWAB	MLG 07212026	MILEAGE OEM MEETING	2201302 |550030|		2027/1	184.38
				PDR 07212026	PER DIEM OEM MEETING	2201302 |550030|		2027/1	24.00
						Total For Check # 341046			**208.38**
07/30/2026	341050	999903	OTP - UB REFUNDS	209557		220 |150807|		2027/1	89.41
						Total For Check # 341050			**89.41**
07/30/2026	341051			209560		220 |150807|		2027/1	10.28
						Total For Check # 341051			**10.28**
07/30/2026	341052			209558		220 |150807|		2027/1	81.44
						Total For Check # 341052			**81.44**
07/30/2026	341053			209559		220 |150807|		2027/1	63.39
						Total For Check # 341053			**63.39**
07/30/2026	341054			209556		220 |150807|		2027/1	95.88
						Total For Check # 341054			**95.88**
07/30/2026	341055			209563		220 |150807|		2027/1	290.64
						Total For Check # 341055			**290.64**
07/30/2026	341056			209561		220 |150807|		2027/1	4.88

Prepared : 8/10/2026 9:55:06 AM

Fund 220

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 341056			**4.88**
07/30/2026	341057			209555		220 |150807|		2027/1	100.97
						Total For Check # 341057			**100.97**
07/30/2026	341058			209562		220 |150807|		2027/1	14.28
						Total For Check # 341058			**14.28**
07/30/2026	341062	416	ACCURATE ENVIRONMENTAL	IG06081	IG06081 JULY 20, 2026	2205410 |530340|		2027/1	80.00
						Total For Check # 341062			**80.00**
07/30/2026	341064	822	ADDCO ELECTRIC INC.	27041	27041 07/16/2026	2205415 |540280|		2027/1	800.00
						Total For Check # 341064			**800.00**
07/30/2026	341067	4935	AMAZON.COM SALES INC	1HRJ-V4G6-HDF6	ITEM: Scotch Double-Sided Tape, 1/2 in x	2205305 |560230|		2027/1	7.74
				13LD-7F37-V3W4	purchasing ofc supply	2205130 |560230|		2027/1	24.95
						Total For Check # 341067			**32.69**
07/30/2026	341070	2508	AMERIFLEX HOSE &	531930	BLANKET PO - HOSES & FITTINGS	2205403 |560200|		2027/1	41.50
						Total For Check # 341070			**41.50**
07/30/2026	341071	4846	APAC-CENTRAL, INC.	7002493756	BLANKET PO FOR ASPHALT (PRIMARY	2205305 |560270|		2027/1	73.02
				7002493971	BLANKET PO FOR ASPHALT (PRIMARY	2205403 |570150|	WL26010	2027/1	893.88
				7002493721	BLANKET PO FOR AGGREGATE	2205403 |570150|	WL26010	2027/1	517.50
				7002497158	BLANKET PO FOR AGGREGATE	2205305 |560270|		2027/1	456.45
						Total For Check # 341071			**1,940.85**
07/30/2026	341072	5682	ARDURRA GROUP INC	188823	Turnberry LS Agreement S.26010	2205415 |570160|	S.26010	2027/1	2,534.03
						Total For Check # 341072			**2,534.03**
07/30/2026	341073	885	ATWOOD DISTRIBUTING LP	3933	BLANKET PO SAFETY SHOE & MISC	2205415 |560410|		2027/1	5.94
				3928	BLANKET PO SAFETY SHOE & MISC	2205403 |560230|		2027/1	22.49
				3938	BLANKET PO SAFETY SHOE & MISC	2205415 |560230|		2027/1	19.99
				3922	BLANKET PO SAFETY SHOE & MISC	2205415 |560230|		2027/1	33.99
				3939	BLANKET PO SAFETY SHOE & MISC	2205415 |560230|		2027/1	99.99
				3949	BLANKET PO SAFETY SHOE & MISC	2205400 |560230|		2027/1	12.98
				3935	BLANKET PO SAFETY SHOE & MISC	2205400 |560230|		2027/1	7.98
				3942	BLANKET PO SAFETY SHOE & MISC	2205415 |560230|		2027/1	25.49

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				3945	BLANKET PO SAFETY SHOE & MISC	2205415 |560410|		2027/1	4.18
				3948	BLANKET PO SAFETY SHOE & MISC	2205400 |560230|		2027/1	38.60
						Total For Check # 341073			**271.63**
07/30/2026	341076	4837	BLACK & VEATCH	6717963	6717963 JULY 14, 2026	2205010 |530870|	2251390	2027/1	8,585.00
						Total For Check # 341076			**8,585.00**
07/30/2026	341077	4674	BOOT BARN INC	INV00632403	BLANKET PO - BOOTS ERIK BRYAN	2205305 |560100|		2027/1	143.95
				INV00632398	BLANKET PO - BOOTS DAVID HAWN	2205415 |560100|		2027/1	130.49
						Total For Check # 341077			**274.44**
07/30/2026	341079	3	BRENNTAG	BSW713808	BLANKET PO - CHLORINE	2205410 |560340|		2027/1	3,769.92
				BSW713807	BLANKET PO - CHLORINE	2205405 |560340|		2027/1	1,248.38
				BSW712828	BLANKET PO - CHLORINE	2205405 |560340|		2027/1	3,556.56
						Total For Check # 341079			**8,574.86**
07/30/2026	341080	19	BROKEN ARROW ELECTRIC	S3519628.001	BLANKET PO FOR ELECTRICAL	2205415 |560410|		2027/1	185.85
						Total For Check # 341080			**185.85**
07/30/2026	341081	20	BROKEN ARROW LAWN &	138387	BLANKET PO FOR MISC ITEMS	2205305 |560230|		2027/1	87.88
				138319	BLANKET PO FOR MISC ITEMS	2205305 |560230|		2027/1	317.26
				138824	BLANKET PO FOR MISC ITEMS	2205305 |560230|		2027/1	227.94
						Total For Check # 341081			**633.08**
07/30/2026	341082	5445	CENTRAL INSURANCE	9898956351 07072026	GL POLICY#8651691($4891)&UMBRELLA	2201700 |550760|		2027/1	3,729.50
						Total For Check # 341082			**3,729.50**
07/30/2026	341084	2083	CHEMTRADE CHEMICALS US	90422620	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2027/1	20,874.80
				90419398	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2027/1	7,220.50
				90424223	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2027/1	19,301.60
						Total For Check # 341084			**47,396.90**
07/30/2026	341085	37	CINTAS CORPORATION	5348047501	BLANKET PO FOR ALL DEPARTMENT	2205115 |560230|		2027/1	115.68
				5349057703	BLANKET PO FOR ALL DEPARTMENT	2205120 |560230|		2027/1	38.19
						Total For Check # 341085			**153.87**
07/30/2026	341086	1391	CLEAN THE UNIFORM CO	52201013	52201013 JULY 3, 2026	2205405 |540310|		2027/1	57.60
				52201013	52201013 JULY 3, 2026	2205405 |540330|		2027/1	23.82

City of Broken Arrow
Check Register by Fund

Fund 220

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				52203230	52203230 07/17/2026	2205305 |540310|		2027/1	143.86
				52203230	52203230 07/17/2026	2205305 |540330|		2027/1	13.50
				52204347	52204347 07/24/2026	2205305 |540310|		2027/1	145.84
				52204347	52204347 07/24/2026	2205305 |540330|		2027/1	13.50
				52203235	52203235 07/17/2026	2205410 |540310|		2027/1	31.92
				52203235	52203235 07/17/2026	2205410 |540330|		2027/1	0.68
				52203235	52203235 07/17/2026	2205410 |540330|		2027/1	3.75
				52203235	52203235 07/17/2026	2205410 |540330|		2027/1	9.75
				52203233	52203233 07/17/2026	2205405 |540310|		2027/1	57.60
				52203233	52203233 07/17/2026	2205405 |540330|		2027/1	24.84
				52202759	52202759	2205130 |540310|		2027/1	6.60
				52202759	52202759	2205120 |540310|		2027/1	92.91
				52202759	52202759	2205400 |540310|		2027/1	112.14
				52202759	52202759	2205415 |540310|		2027/1	96.91
				52202759	52202759	2205406 |540310|		2027/1	43.62
				52202759	52202759	2205403 |540310|		2027/1	68.81
				52202759	52202759	2205115 |540310|		2027/1	33.50
				52202759	52202759	2205010 |540310|		2027/1	568.52
				52202759	52202759	2201700 |540330|		2027/1	3.90
				52202759	52202759	2205120 |540330|		2027/1	25.00
				52202759	52202759	2205400 |540330|		2027/1	9.48
				52201641	52201641	2205130 |540310|		2027/1	6.60
				52201641	52201641	2205120 |540310|		2027/1	92.91
				52201641	52201641	2205400 |540310|		2027/1	112.14
				52201641	52201641	2205415 |540310|		2027/1	96.91
				52201641	52201641	2205406 |540310|		2027/1	43.62
				52201641	52201641	2205403 |540310|		2027/1	68.81
				52201641	52201641	2205115 |540310|		2027/1	33.50
				52201641	52201641	2205010 |540310|		2027/1	572.78
				52201641	52201641	2201700 |540330|		2027/1	3.90
				52201641	52201641	2205120 |540330|		2027/1	25.00
				52201641	52201641	2205400 |540330|		2027/1	9.48
				52202758	52202758 07/15/2026	2205100 |540330|		2027/1	3.92
						Total For Check # 341086			**2,657.62**
07/30/2026	341089	1516	COWAN GROUP ENGINEERING	11081	Elm Creek Trunk Sewer Agreement	2205415 |570160|	S.1606	2027/1	700.00
						Total For Check # 341089			**700.00**

Fund 220

City of Broken Arrow

Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/30/2026	341091	5314	CROSS TIMBERS CONSULTING,	COBA-004.06	Steeple Chase	2205210 |530870|	SW25030	2027/1	1,600.00
						Total For Check # 341091			**1,600.00**
07/30/2026	341092	5774	CUTTING EDGE AUTOMOTIVE	INV131048	DIESEL LAPTOP ANNUAL SOFTWARE	2205120 |540550|		2027/1	5,970.00
						Total For Check # 341092			**5,970.00**
07/30/2026	341095	3307	DP SUPPLY	3013421	PW STOCK ORDER	220 |141000|		2027/1	2,448.00
				3013350	PW STOCK ORDER	220 |141000|		2027/1	2,364.00
				3012513	3012513 07/02/2026	2205305 |560230|		2027/1	5,368.80
						Total For Check # 341095			**10,180.80**
07/30/2026	341096	2148	ELLSWORTH CONSTRUCTION	1162	BLANKE PO FOR ASPHALT (PRIMARY#1	2205403 |570150|		2027/1	1,755.66
				1167	BLANKE PO FOR ASPHALT (PRIMARY#1	2205403 |570150|		2027/1	1,561.36
						Total For Check # 341096			**3,317.02**
07/30/2026	341098	1876	FERGUSON ENTERPRISES, INC	0807147	Valve wrenches	2205400 |560230|		2027/1	738.40
				0807147	Valve wrenches	2205400 |560240|		2027/1	833.44
						Total For Check # 341098			**1,571.84**
07/30/2026	341099	66	FERGUSON WATERWORKS	0807928	0807928 07/09/2026	2205403 |560230|		2027/1	60.91
						Total For Check # 341099			**60.91**
07/30/2026	341101	674	GARVER ENGINEERS	2402096-8	Battle Creek Tank Replacement 2554680	2205400 |570160|	2554680	2027/1	4,244.28
						Total For Check # 341101			**4,244.28**
07/30/2026	341102	4963	GLASS WORKS INC.	58240	BLANKET PO - GLASS REPAIR	2205010 |540200|		2027/1	650.00
						Total For Check # 341102			**650.00**
07/30/2026	341103	5010	GOBER CONSTRUCTION LLC	PA 3 2254401	Old Town Houston WL Bore Improvements	2205403 |570150|	WL26020	2027/1	4,460.47
						Total For Check # 341103			**4,460.47**
07/30/2026	341104	5680	NATHAN GOODACRE	3015	3015 07/27/2026	2205305 |540280|		2027/1	7,034.00
						Total For Check # 341104			**7,034.00**
07/30/2026	341106	5026	DALE GRAHAM	515	515 07/23/2026	2205410 |540070|		2027/1	1,595.00
				516	516 07/24/2026	2205415 |560410|		2027/1	320.00
				453	453 07/16/2026	2205415 |560410|		2027/1	360.00
				349	349 07/22/2026	2205410 |540070|		2027/1	160.00

Fund 220

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				351	351 07/22/2026	2205410 |540070|		2027/1	140.00
						Total For Check # 341106			**2,575.00**
07/30/2026	341107	76	GRAINGER	9979749182	ZOELLER 1/2 HP Submersible Pump	2205410 |560450|		2027/1	1,414.65
						Total For Check # 341107			**1,414.65**
07/30/2026	341108	79	GREEN ACRE SOD FARMS	17407	BLANKET PO FOR SOD	2205305 |560230|		2027/1	210.00
				17507	BLANKET PO FOR SOD	2205403 |570150|	WL26010	2027/1	210.00
				17479	BLANKET PO FOR SOD	2205305 |560230|		2027/1	21.00
				17505	BLANKET PO FOR SOD	2205415 |560270|		2027/1	105.00
						Total For Check # 341108			**546.00**
07/30/2026	341111	2337	ICM OF AMERICA INC	100589	PW STOCK	220 |141000|		2027/1	2,248.50
						Total For Check # 341111			**2,248.50**
07/30/2026	341113	3537	J & J BOWERS LAWN CARE	72726	72726 07/26/2026	2205305 |540280|		2027/1	6,285.00
						Total For Check # 341113			**6,285.00**
07/30/2026	341114	23	J D YOUNG COMPANY INC	1344281A	FY27 LEASE ANNUAL AGREEMENT	2201503 |540330|		2027/1	104.37
				1344281A	FY27 LEASE ANNUAL AGREEMENT	2205100 |540330|		2027/1	94.06
				1344281A	FY27 LEASE ANNUAL AGREEMENT	2205115 |540330|		2027/1	87.60
				1344281A	FY27 LEASE ANNUAL AGREEMENT	2205120 |540330|		2027/1	94.06
				1344281A	FY27 LEASE ANNUAL AGREEMENT	2205130 |540330|		2027/1	89.08
				1344281A	FY27 LEASE ANNUAL AGREEMENT	2205205 |540330|		2027/1	217.58
				1344281A	FY27 LEASE ANNUAL AGREEMENT	2205305 |540330|		2027/1	94.06
				1344281A	FY27 LEASE ANNUAL AGREEMENT	2205400 |540330|		2027/1	118.43
				1344281A	FY27 LEASE ANNUAL AGREEMENT	2205404 |540330|		2027/1	104.03
				1344281A	FY27 LEASE ANNUAL AGREEMENT	2205405 |540330|		2027/1	94.06
				1344281A	FY27 LEASE ANNUAL AGREEMENT	2205410 |540330|		2027/1	94.06
						Total For Check # 341114			**1,191.39**
07/30/2026	341117	4087	KERR ENVIRONMENTAL	17332	17332 07/17/2026	2205405 |540280|		2027/1	718.75
						Total For Check # 341117			**718.75**
07/30/2026	341118	5131	KEVIN BEHE	16941	CITY COUNCIL 06/15/26	2205100 |540070|		2027/1	0.98
				16941	CITY COUNCIL 06/15/26	2205120 |540070|		2027/1	0.39
				16941	CITY COUNCIL 06/15/26	2205305 |540070|		2027/1	0.30
				16941	CITY COUNCIL 06/15/26	2205410 |540070|		2027/1	4.30

Fund 220

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				16829	CITY COUNCIL 06/15/26	2205100 |540070|		2027/1	0.98
				16829	CITY COUNCIL 06/15/26	2205120 |540070|		2027/1	0.39
				16829	CITY COUNCIL 06/15/26	2205305 |540070|		2027/1	0.30
				16829	CITY COUNCIL 06/15/26	2205410 |540070|		2027/1	4.30
				17044	CITY COUNCIL 06/15/26	2205100 |540070|		2027/1	0.73
				17044	CITY COUNCIL 06/15/26	2205120 |540070|		2027/1	0.29
				17044	CITY COUNCIL 06/15/26	2205305 |540070|		2027/1	0.22
				17044	CITY COUNCIL 06/15/26	2205410 |540070|		2027/1	3.17
				16828	CITY COUNCIL 06/15/26	2205100 |540070|		2027/1	0.98
				16828	CITY COUNCIL 06/15/26	2205120 |540070|		2027/1	0.39
				16828	CITY COUNCIL 06/15/26	2205305 |540070|		2027/1	0.30
				16828	CITY COUNCIL 06/15/26	2205410 |540070|		2027/1	4.30
				16827	CITY COUNCIL 06/15/26	2205100 |540070|		2027/1	2.02
				16827	CITY COUNCIL 06/15/26	2205120 |540070|		2027/1	0.81
				16827	CITY COUNCIL 06/15/26	2205305 |540070|		2027/1	0.61
				16827	CITY COUNCIL 06/15/26	2205410 |540070|		2027/1	8.82
				16943	CITY COUNCIL 06/15/26	2205100 |540070|		2027/1	0.98
				16943	CITY COUNCIL 06/15/26	2205120 |540070|		2027/1	0.39
				16943	CITY COUNCIL 06/15/26	2205305 |540070|		2027/1	0.30
				16943	CITY COUNCIL 06/15/26	2205410 |540070|		2027/1	4.30
				16942	CITY COUNCIL 06/15/26	2205100 |540070|		2027/1	1.24
				16942	CITY COUNCIL 06/15/26	2205120 |540070|		2027/1	0.50
				16942	CITY COUNCIL 06/15/26	2205305 |540070|		2027/1	0.37
				16942	CITY COUNCIL 06/15/26	2205410 |540070|		2027/1	5.43
						Total For Check # 341118			**48.09**
07/30/2026	341123	4380	LOCK-DOC INC	072226-H15	BLANKET FOR MISC ITEMS	2205410 |560180|		2027/1	25.00
				072226-H15	BLANKET FOR MISC ITEMS	2205100 |560180|		2027/1	20.00
						Total For Check # 341123			**45.00**
07/30/2026	341124	131	LOCKE SUPPLY COMPANY	58846717-00	BLANKET PO FOR PLUMBING &	2205120 |560180|		2027/1	34.45
				58664418-00	BLANKET PO FOR PLUMBING &	2205415 |560400|		2027/1	161.22
				58664030-00	BLANKET PO FOR PLUMBING &	2205415 |560400|		2027/1	198.60
						Total For Check # 341124			**394.27**
07/30/2026	341125	134	MAXWELL SUPPLY OF TULSA	332822	PW STOCK	220 |141000|		2027/1	373.15
						Total For Check # 341125			**373.15**

Fund 220

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/30/2026	341126	908	MCMASTER CARR	68309666	Replacement Stainless Steel U-Bolts	2205410 |560450|		2027/1	204.13
						Total For Check # 341126			**204.13**
07/30/2026	341128	5631	MOBILE LOCKSMITH EXPRESS	43013	UNIT 1065 MAKE ADDITIONAL KEYS	2205120 |540200|		2027/1	445.00
				43014	UNIT 1901 KEY FOB NOT WORKING	2201700 |540200|		2027/1	320.00
						Total For Check # 341128			**765.00**
07/30/2026	341129	1592	MORTON SALT INC	5404422335	BLANKET PO FOR WTP SALT	2205405 |560340|		2027/1	968.83
						Total For Check # 341129			**968.83**
07/30/2026	341131	25	NAPA AUTO PARTS	028019	911780	2205120 |560230|		2027/1	99.13
				028020	68089578AI	2205305 |560200|		2027/1	480.56
				028025	532777AH	2205120 |560240|		2027/1	166.11
				028037	3095546	2205010 |560200|		2027/1	296.24
				028037	24471794	2205010 |560200|		2027/1	52.22
				028037	82729511	2205010 |560200|		2027/1	110.69
				028037	CRHC	2205010 |560200|		2027/1	33.68
				028037		2205010 |560200|		2027/1	50.00
				028044	FR11110	2205010 |560200|		2027/1	9.19
				028044	FF63041NN	2205010 |560200|		2027/1	49.93
				028044	K371017	2205010 |560200|		2027/1	79.48
				028044	1748XD	2205010 |560200|		2027/1	33.74
				028044	6771	2205010 |560200|		2027/1	48.06
				028044	6770	2205010 |560200|		2027/1	78.23
				028044	15W40BULK	2205010 |560210|		2027/1	139.49
				028045	2272926	2205010 |560200|		2027/1	142.38
				028045	2253989	2205010 |560200|		2027/1	69.56
				028045	15W40BULK	2205010 |560210|		2027/1	163.54
				028046	5481199	2205010 |560200|		2027/1	379.89
				028046	29558329	2205010 |560200|		2027/1	128.38
				028046	6100	2205010 |560200|		2027/1	8.70
				028046	0750953001	2205010 |560200|		2027/1	137.13
				028046	HDATFBULK	2205010 |560210|		2027/1	223.86
				028047	FR11110	2205010 |560200|		2027/1	9.19
				028047	FF63041NN	2205010 |560200|		2027/1	49.93
				028047	K371017	2205010 |560200|		2027/1	79.48
				028047	1748XD	2205010 |560200|		2027/1	33.74
				028047	6771	2205010 |560200|		2027/1	48.06

Fund 220

City of Broken Arrow

Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				028047	6770	2205010 |560200|		2027/1	78.23
				028047	15W40BULK	2205010 |560210|		2027/1	139.49
				28117	AS657	2205305 |560200|		2027/1	4.24
				28117	6231	2205305 |560210|		2027/1	127.20
				28121	8235075	2205403 |560200|		2027/1	22.56
				28121	3096931	2205403 |560210|		2027/1	295.74
				28126	388BDM	2205410 |560190|		2027/1	311.43
				28126	F003159	2205410 |560190|		2027/1	2,461.16
				28131	HDRTU1GAL	2205010 |560210|		2027/1	102.96
				28137	3PXP8	2205115 |560200|		2027/1	450.69
				28143	TRACKDISPOSAL	2205403 |560200|		2027/1	333.33
				28143		2205403 |560200|		2027/1	207.50
				28151	MTP94RH7	2205120 |560200|		2027/1	152.41
				28085	2413	2205305 |560230|		2027/1	7.78
				28086	F244465DUEL	2205010 |560190|		2027/1	1,375.16
				28096	F156582	2205410 |560190|		2027/1	499.23
				28100	TRACKDISPOSAL	2205305 |560200|		2027/1	170.55
				28100		2205305 |560200|		2027/1	185.00
				28107	115	2205400 |560200|		2027/1	15.50
				28107	230266	2205400 |560200|		2027/1	10.91
				28107	7502	2205400 |560200|		2027/1	4.25
				28107	5W30BULK	2205400 |560200|		2027/1	40.24
				28107	9883	2205400 |560200|		2027/1	12.73
				28108	46AWBULK	2205010 |560210|		2027/1	108.50
				28110	HDATFBULK	2205010 |560210|		2027/1	258.30
				27947	MTX94RH7	2205010 |560200|		2027/1	232.69
				27953	56044736AC	2205400 |560200|		2027/1	348.61
				27953	56044736AC	2205400 |560200|		2027/1	75.00
				27957	PL50168920	2205210 |560200|		2027/1	162.12
				27960	MT1116	2205010 |560210|		2027/1	1.84
				27960	789DEF	2205010 |560210|		2027/1	1,022.12
				27965	532548	2205120 |560240|		2027/1	159.44
				27974	449821V	2205405 |560200|		2027/1	148.83
				27975	7502	2205210 |560200|		2027/1	4.25
				27975	230266	2205210 |560200|		2027/1	10.91
				27975	9883	2205210 |560200|		2027/1	12.73
				27975	115	2205210 |560210|		2027/1	15.50
				27975	5W30BULK	2205210 |560210|		2027/1	35.21

City of Broken Arrow

Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				028250	0710843004	2205010 |560200|		2027/1	114.54
				028256	5473296RX	2205010 |560200|		2027/1	903.89
				028256	5473296RX	2205010 |560200|		2027/1	66.50
				028257	F000184	2205305 |560190|		2027/1	191.93
				028258	F000184	2205410 |560190|		2027/1	767.72
				028260	5009041PG	2205010 |560200|		2027/1	120.00
				028261	AN125001001	2205010 |560200|		2027/1	45.84
				028261	AN225001001	2205010 |560200|		2027/1	102.22
				028262	26RM68	2205305 |560200|		2027/1	28.44
				028262	30054717	2205305 |560200|		2027/1	72.32
				028269	AN125001002	2205010 |560200|		2027/1	90.04
				028273	366BDMDUAL	2205010 |560190|		2027/1	3,535.52
				028273	F244465DUEL	2205010 |560190|		2027/1	1,375.16
				028274	85001	2205010 |560190|		2027/1	206.64
				028278	82745196	2205010 |560200|		2027/1	51.83
				028278	78646636	2205010 |560200|		2027/1	468.79
				028279	4358939	2205010 |560200|		2027/1	262.52
				028281	HDATFBULK	2205010 |560210|		2027/1	287.00
				028282	HDATFBULK	2205403 |560210|		2027/1	114.80
				028284	69992	2205010 |560210|		2027/1	142.21
				28286	R2810310343128	2205010 |560200|		2027/1	133.33
				028289	388BDM	2205010 |560190|		2027/1	1,245.72
						Total For Check # 341131			**23,131.89**
07/30/2026	341132			028013	HDRTU1GAL	2205010 |560210|		2027/1	8.58
				028016	789DEF	2205403 |560210|		2027/1	22.22
				028018	HFZ3850YW2	2205120 |560230|		2027/1	40.27
				028021	W1513	2205120 |560230|		2027/1	6.59
				028021	5648982	2205120 |560230|		2027/1	33.32
				028023	550049483	2205305 |560210|		2027/1	15.26
				028024	34874	2205120 |560230|		2027/1	4.63
				028026	BENSB	2205120 |560230|		2027/1	16.14
				028026	BENEDS	2205120 |560230|		2027/1	11.16
				028027	06133	2205400 |560230|		2027/1	7.10
				028027	75190	2205400 |560230|		2027/1	14.84
				028028	07447	2205403 |560230|		2027/1	21.28
				028028	07448	2205403 |560230|		2027/1	13.60
				028028	71804	2205403 |560230|		2027/1	8.54

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				028038	82784082	2205010 |560200|		2027/1	62.27
				028040	RTU1EXT	2205400 |560210|		2027/1	8.61
				028043	SL3330	2205400 |560210|		2027/1	25.16
				028052	33J870	2205120 |560230|		2027/1	39.90
				028053	33J870	2205120 |560230|		2027/1	14.90
				28112	BKMAT1415UL	2205120 |560230|		2027/1	14.01
				28118	3457	2205010 |560230|		2027/1	6.86
				28119	7502	2205415 |560200|		2027/1	4.25
				28119	230266	2205415 |560200|		2027/1	10.91
				28119	9883	2205415 |560200|		2027/1	12.73
				28119	115	2205415 |560210|		2027/1	15.50
				28119	5W30BULK	2205415 |560210|		2027/1	30.18
				28128	301030	2205010 |560200|		2027/1	16.64
				28129	105631	2205010 |560200|		2027/1	7.01
				28138	17053460	2205010 |560200|		2027/1	64.22
				28141	DIKTALKKIT	2205120 |560230|		2027/1	62.21
				28145	5113	2205400 |560230|		2027/1	17.22
				28152	HDRTU1GAL	2205120 |560200|		2027/1	8.58
				28084	34874	2205010 |560230|		2027/1	4.63
				28087	9491	2205305 |560200|		2027/1	22.50
				28088	RTU1GAL	2205403 |560210|		2027/1	8.61
				28089	7680	2205120 |560230|		2027/1	20.86
				28091	2725	2205200 |560200|		2027/1	15.92
				28091	7060	2205200 |560200|		2027/1	4.25
				28091	115	2205200 |560210|		2027/1	15.50
				28091	5W20BULK	2205200 |560210|		2027/1	35.21
				28097	817PX0	2205305 |560200|		2027/1	35.79
				28102	0150600004M	2205305 |560200|		2027/1	67.16
				28104	380025AB	2205305 |560200|		2027/1	47.30
				28105	FT7991	2205406 |560200|		2027/1	73.62
				28106	2284031	2205406 |560200|		2027/1	29.16
				28109	46AWBULK	2205010 |560210|		2027/1	31.00
				28111	HDATFBULK	2205010 |560210|		2027/1	57.40
				27945	SW050	2205210 |560230|		2027/1	3.32
				27948	WATER	2205115 |560230|		2027/1	2.80
				27955	AR272	2205010 |560200|		2027/1	11.22
				27959	56044736AC	2205400 |560200|		2027/1	-75.00
				27962	HDRTU1GAL	2205410 |560210|		2027/1	17.16

Fund 220

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT YEAR/PERIOD	AMOUNT
			27963	7701755	2205010 |560200|	2027/1	2.12
			27967	4208	2205305 |560200|	2027/1	27.72
			27969	7060	2205406 |560200|	2027/1	4.25
			27969	5W20BULK	2205406 |560200|	2027/1	35.21
			27969	2725	2205406 |560200|	2027/1	15.92
			27969	115	2205406 |560200|	2027/1	15.50
			27971	2413	2205115 |560230|	2027/1	3.89
			27971	8822	2205115 |560230|	2027/1	18.06
			27976	789DEF	2205410 |560210|	2027/1	22.22
			028249	2253989	2205010 |560200|	2027/1	69.56
			028251	46AWBULK	2205010 |560210|	2027/1	30.78
			028252	46AWBULK	2205010 |560210|	2027/1	30.78
			028254	34874	2205010 |560230|	2027/1	4.63
			028255	533149	2205010 |560200|	2027/1	45.00
			028259	06133	2205010 |560230|	2027/1	7.10
			028264	789DEF	2205010 |560200|	2027/1	11.11
			028265	789DEF	2205403 |560210|	2027/1	11.11
			028268	10873	2205010 |560200|	2027/1	50.84
			028268	789DEF	2205010 |560200|	2027/1	11.11
			028271	8822	2205010 |560200|	2027/1	9.03
			028275	7321205	2205210 |560200|	2027/1	3.33
			028277	26PB	2205010 |560200|	2027/1	10.43
			028288	2413	2205010 |560200|	2027/1	11.67
			028290	151120	2205305 |560200|	2027/1	5.54
					Total For Check # 341132		**1,530.01**
07/30/2026	341133	5247 NEXLEVEL REDI MIX LLC	10771	10771 07/07/2026	2205305 |560270|	2027/1	905.00
					Total For Check # 341133		**905.00**
07/30/2026	341134	5149 OFFEN PETROLEUM LLC	INV2249372	FUEL FOR STREETS LOCATION - TBD	220 |142000|	2027/1	26,293.54
			INV2252673	FUEL FOR STREETS LOCATION - TBD	220 |142000|	2027/1	24,193.50
					Total For Check # 341134		**50,487.04**
07/30/2026	341135	4349 OKIE PACKAGING &	32158BO	PW STOCK	220 |141000|	2027/1	102.38
					Total For Check # 341135		**102.38**
07/30/2026	341137	694 POTTERS INDUSTRIES LLC	91487720	PW STOCK ORDER-Glass Traffic Paint	220 |141000|	2027/1	9,800.00
					Total For Check # 341137		**9,800.00**

Fund 220

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/30/2026	341140	844	RAM PRODUCTS INC	160341844	160341844 07/13/2026	2205120 |560230|		2027/1	73.91
				160341835	160341835 07/13/2026	2205120 |560230|		2027/1	155.75
						Total For Check # 341140			**229.66**
07/30/2026	341141	4816	RIVER CITY HYDRAULICS INC	68965	UNIT 2209 CAN CATCH ARM NOT	2205010 |540200|		2027/1	8,742.76
						Total For Check # 341141			**8,742.76**
07/30/2026	341143	84	SAF T GLOVE INC	1063434-00	EAR W/CORD PLUG (100 PR/BOX)	220 |141000|		2027/1	124.57
				1063434-01	EAR W/CORD PLUG (100 PR/BOX)	220 |141000|		2027/1	274.03
						Total For Check # 341143			**398.60**
07/30/2026	341144	86	SAFETY KLEEN SYSTEMS INC	100260695	100260695 07/14/2026	2205120 |540280|		2027/1	717.14
						Total For Check # 341144			**717.14**
07/30/2026	341147	969	SHERWOOD CONSTRUCTION	309003	BLANKET PO FOR ASPHALT (BACKUP	2205403 |570150|	WL26010	2027/1	818.16
				309135	BLANKET PO FOR ASPHALT (BACKUP	2205403 |570150|	WL26010	2027/1	681.52
				309134	BLANKET PO FOR ASPHALT (BACKUP	2205403 |570150|	WL26010	2027/1	2,125.35
						Total For Check # 341147			**3,625.03**
07/30/2026	341150	303	SMITH FARM & GARDEN CO	132253	UNIT 23110 WILL NOT START	2205305 |540290|		2027/1	239.75
				131525	UNIT 17022 REPAIR BROKEN STUD	2205305 |540290|		2027/1	213.82
						Total For Check # 341150			**453.57**
07/30/2026	341153	234	STOREY TOWING LLC	63080	63080 07/21/2026	2205400 |540200|		2027/1	190.50
				63061	63061 07/20/2026	2205010 |540200|		2027/1	381.00
				63015	63015 07/17/2026	2205010 |540200|		2027/1	381.00
				62989	62989 07/15/2026	2205410 |540200|		2027/1	275.50
						Total For Check # 341153			**1,228.00**
07/30/2026	341154	533	BROKEN ARROW INSURANCE	2636366	2636366 06/02/2026 POLICY 1058 10828	2201700 |550760|		2027/1	1,313.50
						Total For Check # 341154			**1,313.50**
07/30/2026	341155			3601095	3601095 07/01/2026 26-27 BASS PRO	2201700 |550760|		2027/1	2,250.00
						Total For Check # 341155			**2,250.00**
07/30/2026	341156			3601244	3601244 07/01/2026 POLICY 0663 5262	2201700 |550760|		2027/1	3,070.50
						Total For Check # 341156			**3,070.50**

City of Broken Arrow
Check Register by Fund

Fund 220

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/30/2026	341158	4478	TRANSCO SUPPLY COMPANY	1068324	PW STOCK	220 |141000|		2027/1	1,427.22
				1068197	PW STOCK ORDER	220 |141000|		2027/1	354.54
						Total For Check # 341158			**1,781.76**
07/30/2026	341162	4571	COLTON PAGE	1516	Tree Removal - 1009 W. San Antonio	2205305 |540280|		2027/1	1,800.00
				1515	Tree Removal - Behind 109 S. Oak Ave.	2205305 |540280|		2027/1	2,300.00
				1514	Tree Removal - Behind 2408 W. Ft. Worth	2205305 |540280|		2027/1	2,200.00
						Total For Check # 341162			**6,300.00**
07/30/2026	341164	4962	TULSA WINWATER CO.	035000 01	035000 01 07/23/2026	2205415 |560230|		2027/1	159.99
						Total For Check # 341164			**159.99**
07/30/2026	341165	1496	TWIN CITIES READY MIX INC	325237	BLANKET PO FOR MISC CONCRETE	2205305 |560270|		2027/1	613.15
				324976	BLANKET PO FOR MISC CONCRETE	2205305 |560270|		2027/1	1,017.40
				325336	BLANKET PO FOR MISC CONCRETE	2205305 |560270|		2027/1	874.90
						Total For Check # 341165			**2,505.45**
07/30/2026	341166	3262	HD SUPPLY, INC	INV01109854	Nitrile Gloves	2205410 |560230|		2027/1	286.30
						Total For Check # 341166			**286.30**
07/30/2026	341167	44	UTILITY SUPPLY	3013188	for Bryce Campbell	2205403 |560240|		2027/1	200.00
				3013450	3013450 JULY 17, 2026	2205400 |560400|		2027/1	391.10
				3013448	3013448 JULY 17, 2026	2205415 |560400|		2027/1	81.16
				3013447	3013447 JULY 17, 2026	2205415 |560400|		2027/1	88.59
				3013690	clow extension w/traffic kit for Donnie-Old	2205403 |570150|	WL26010	2027/1	657.00
						Total For Check # 341167			**1,417.85**
07/30/2026	341169	1739	WAGONER CO RRWD DISTRICT	150	INV# 150 07/01/2026	2201503 |550280|		2027/1	150.00
						Total For Check # 341169			**150.00**
07/30/2026	341170	897	WASTE MANAGEMENT QUARRY	2446691-1006-0	2446691-1006-0 07/16/2026	2205010 |540300|		2027/1	37.58
						Total For Check # 341170			**37.58**
07/30/2026	341171	5749	WHITE BUFFALO WORLDWIDE	1010	PROJECT 2654660	2205404 |570170|	2654660	2027/1	32,153.00
						Total For Check # 341171			**32,153.00**
07/30/2026	341174	1373	YELLOWHOUSE MACHINERY	1141729	UNIT 1926 BACKUP CAMERA NOT	2205405 |540200|		2027/1	1,005.32

Fund 220

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 341174			**1,005.32**
07/30/2026	341177	999900	OTP - AR REFUNDS	REC-042624-2026	REC-042624-2026	22061 |441000|		2027/1	411.00
						Total For Check # 341177			**411.00**
07/31/2026	202841	2346	WEX BANK	113528829	WEX JUNE INVOICE	220 |143015|		2026/12	2,600.77
						Total For Check # 202841			**2,600.77**
08/05/2026	341180			113703831	QT WEX FUEL JUN INVOICE	220 |468010|		2026/12	-162.79
				113703831	QT WEX FUEL JUN INVOICE	220 |143015|		2026/12	4,014.18
				114190396	0460-00-331002-6	220 |143015|		2027/2	4,086.63
				113703831 CR	DUPLICATE PAYMENT ON 7/1 CREDIT	220 |143015|		2027/2	-4,827.36
						Total For Check # 341180			**3,110.66**
08/06/2026	341183	856	AMERICAN FIDELITY	210181	Payroll Run 1 - Warrant 260731	220 |218420|		2027/1	129.48
				210181	Payroll Run 1 - Warrant 260731	220 |218430|		2027/1	16.50
						Total For Check # 341183			**145.98**
08/06/2026	341185	2807	CURT POOLE	PDR 08162026	PER DIEM REQUEST - AUGUST 16, 2026	2201503 |550030|		2027/2	172.00
						Total For Check # 341185			**172.00**
08/06/2026	341187	3523	JAMES DERRIEL BYNUM	PDR 08162026	PER DIEM REQUEST - AUGUST 16, 2026	2205406 |550030|		2027/2	68.80
						Total For Check # 341187			**68.80**
08/06/2026	341194	999905	OTP - TORT CLAIMS	TRT1855.2026	TORT CLAIM FOR DAMAGES ON	2201700 |550090|		2027/2	2,000.00
						Total For Check # 341194			**2,000.00**
08/06/2026	341195	999903	OTP - UB REFUNDS	210163		220 |150807|		2027/1	2.16
						Total For Check # 341195			**2.16**
08/06/2026	341196			210162		220 |150807|		2027/1	5.74
						Total For Check # 341196			**5.74**
08/06/2026	341197			210159		220 |150807|		2027/1	26.50
						Total For Check # 341197			**26.50**
08/06/2026	341198			210164		220 |150807|		2027/1	36.93
						Total For Check # 341198			**36.93**

Fund 220

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/06/2026	341199		210160		220 |150807|		2027/1	27.86
					Total For Check # 341199			**27.86**
08/06/2026	341200		210161		220 |150807|		2027/1	29.26
					Total For Check # 341200			**29.26**
08/06/2026	341201		210158		220 |150807|		2027/1	250.00
					Total For Check # 341201			**250.00**
08/06/2026	341202	1987 SURENCY LIFE & HEALTH INS.	209018	Payroll Run 1 - Warrant 260717	220 |218460|		2027/1	237.25
					Total For Check # 341202			**237.25**
08/06/2026	341204	1739 WAGONER CO RRWD DISTRICT	3900501 08152026	3900501 08152026 8003 E PRINCETON	2205415 |550230|		2027/2	16.50
			3933701 08152026	3933701 08152026 3515 E DEARBORN	2205415 |550230|		2027/2	16.50
			1068701 08152026	1068701 08152026 6601 S 241ST E AVE	2205415 |550230|		2027/2	16.50
			3729401 08152026	3729401 08152026 4300 E GARY ST A	2201700 |550230|		2027/2	1,117.73
			3729501 08152026	3729501 08152026 4300 E GARY B	2201700 |550230|		2027/2	28.07
			1367301 08152026	1367301 08152026 2750 N 37TH ST	2205415 |550230|		2027/2	16.50
					Total For Check # 341204			**1,211.80**
08/06/2026	341206	1052 ABC SUPPLY INTERIORS, INC.	1018080007-001	BLANKET PO FOR BUILDING SUPPLIES	2205415 |570170|	2654300	2026/12	297.68
					Total For Check # 341206			**297.68**
08/06/2026	341209	149 AMERICAN ELECTRIC	324-103-0-2 072926	FY26 ANNUAL AGREEMENT SINGLES	2205405 |550250|		2026/12	57,214.33
					Total For Check # 341209			**57,214.33**
08/06/2026	341215	19 BROKEN ARROW ELECTRIC	S3509108.003	BLANKET PO FOR MISC ELECTRICAL	2205415 |560240|		2026/12	169.97
			S3503756.001	BLANKET PO FOR MISC ELECTRICAL	2205415 |560240|		2026/12	1,353.69
					Total For Check # 341215			**1,523.66**
08/06/2026	341217	295 CITY OF TULSA	443279	CITY COUNCIL APPROVED 03/07/23	2205410 |570160|	HC23020	2026/12	20,119.94
					Total For Check # 341217			**20,119.94**
08/06/2026	341221	131 LOCKE SUPPLY COMPANY	58606190-00	BLANKET PO FOR PLUMBING &	2205415 |570170|	2654300	2026/12	58.31
			58096887-00	BLANKET PO FOR PLUMBING &	2205415 |570170|	2654300	2026/12	63.43
					Total For Check # 341221			**121.74**

City of Broken Arrow

Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/06/2026	341223	25 NAPA AUTO PARTS	27463	191404	2205010 |560200|		2026/12	0.01
			27464	8300	2205305 |560230|		2026/12	3.78
			27467	2413	2205120 |560230|		2026/12	6.66
			27470	789DEF	2205403 |560210|		2026/12	11.11
			27471	29558329	2205010 |560200|		2026/12	128.38
			27471	7230	2205010 |560200|		2026/12	167.09
			27471	5009041PG	2205010 |560200|		2026/12	120.00
			27472	29558329	2205010 |560200|		2026/12	128.38
			27472	7230	2205010 |560200|		2026/12	167.09
			27472	5009041PG	2205010 |560200|		2026/12	120.00
			27475	X004CPCLBB	2205120 |560230|		2026/12	35.10
			27479	F000184	2205120 |560190|		2026/12	733.48
			27485	VH1801283	2205403 |560200|		2026/12	131.10
			27486	PKA0F3	2205010 |560210|		2026/12	7.28
			27487	1799	2205305 |560200|		2026/12	24.63
			27487	1068	2205305 |560200|		2026/12	4.25
			27487	1759	2205305 |560200|		2026/12	16.43
			27487	3403	2205305 |560200|		2026/12	12.23
			27487	3232	2205305 |560200|		2026/12	27.93
			27487	2253	2205305 |560200|		2026/12	42.93
			27487	2254	2205305 |560200|		2026/12	27.79
			27487	15W40BULK	2205305 |560210|		2026/12	168.35
			27490	2272926	2205010 |560200|		2026/12	142.38
			27490	2253989	2205010 |560200|		2026/12	69.56
			27490	6771	2205010 |560200|		2026/12	48.06
			27490	6770	2205010 |560200|		2026/12	78.23
			27490	15W40BULK	2205010 |560210|		2026/12	163.54
			27491	1748XD	2205010 |560200|		2026/12	33.74
			27491	600564	2205010 |560200|		2026/12	33.61
			27491	601057	2205010 |560200|		2026/12	81.15
			27491	4479	2205010 |560200|		2026/12	8.88
			27491	6870	2205010 |560200|		2026/12	54.41
			27491	6871	2205010 |560200|		2026/12	50.88
			27491	15W40BULK	2205010 |560210|		2026/12	120.25
			27492	H313	2205305 |560200|		2026/12	61.50
			27493	1J50037150	2205305 |560200|		2026/12	17.70
			27493	1J50037180	2205305 |560200|		2026/12	17.70
			27493	931888200	2205305 |560200|		2026/12	17.36

City of Broken Arrow

Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				27496	388BDM	2205305 |560190|		2026/12	1,148.72
				27496	F003159UM	2205305 |560190|		2026/12	1,017.20
				27497	388BDMDUAL	2205010 |560190|		2026/12	1,123.52
				27498	950011K	2205305 |560200|		2026/12	31.20
				27501	G4111222685	2205405 |560210|		2026/12	466.62
				27502	X004DX1FMN	2205305 |560200|		2026/12	21.10
				27504	911780	2205120 |560230|		2026/12	99.13
				27505	90552	2205305 |560200|		2026/12	2.88
				27505	H176	2205305 |560200|		2026/12	35.25
				27505	61429	2205120 |560230|		2026/12	8.44
				27506	V051135820	2205305 |560200|		2026/12	170.14
				27506	V051135802	2205305 |560200|		2026/12	813.27
				27507	DW4514	2205130 |560230|		2026/12	4.44
				27508	KN24001	2205010 |560200|		2026/12	215.38
						Total For Check # 341223			**8,240.24**
08/06/2026	341226	4826	POLAR BEAR JACK'S HOME	4764	4764	2205405 |540070|		2026/12	2,485.82
						Total For Check # 341226			**2,485.82**
08/06/2026	341228	969	SHERWOOD CONSTRUCTION	308319	BLANKET PO (BACKUP BIDDER FOR	2205305 |560270|		2026/12	632.03
				308319	BLANKET PO (BACKUP BIDDER FOR	2205400 |560270|		2026/12	157.61
						Total For Check # 341228			**789.64**
08/06/2026	341231	416	ACCURATE ENVIRONMENTAL	IG09087	IG09087 07/24/2026	2205404 |530340|		2027/2	2,240.00
				IG09090	IG09090 07/24/2026	2205404 |530340|		2027/2	1,120.00
				IG14067	IG14067 07/24/2026	2205404 |530340|		2027/2	1,275.00
				IG14068	IG14068 07/24/2026	2205404 |530340|		2027/2	880.00
						Total For Check # 341231			**5,515.00**
08/06/2026	341232	149	AMERICAN ELECTRIC	683-086-0-7 07152026	FY27 954-100-813-0 ANNUAL	2205400 |550250|		2027/2	57.24
				100-813-0-1 07232026	FY27 954-100-813-0 ANNUAL	2205400 |550250|		2027/2	1,335.20
						Total For Check # 341232			**1,392.44**
08/06/2026	341233			167-21617526	167-21617526 05/15/2026	2205405 |570150|	2654270	2027/2	500.00
						Total For Check # 341233			**500.00**
08/06/2026	341234	1670	ALAN PLUMMER ASSOCIATES	65678	Oak Crest Sanitary Sewer S.23070	2205415 |570160|	S.23070	2027/2	5,000.00
						Total For Check # 341234			**5,000.00**

Fund 220

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/06/2026	341235	4935 AMAZON.COM SALES INC	1CR6-MKH4-NF7K	PW STOCK	220 |141000|		2027/2	80.40
			1KRD-D1YY-7MXG	OFFICE SUPPLY	2201503 |560230|		2027/2	37.97
			14LK-LCG4-GDK1	SHIRTS FOR PAUL & JEFF	2205120 |560100|		2027/2	564.06
			1MC4-PGPD-1GFG	phone case for Cody Winland	2205410 |560230|		2027/2	49.48
			13LD-7F37-3WKN	PW Stock- 24" Push Brooms	220 |141000|		2027/2	269.90
			19MC-L6WF-NY3N	glasses & binder purchase for maint	2205100 |560030|		2027/2	29.98
			19MC-L6WF-NY3N	glasses & binder purchase for maint	2205115 |560230|		2027/2	62.21
			1PD7-PPF3-CL6L	warehouse for fuel additive	2205130 |560240|		2027/2	179.62
			1CMW-31YP-XM6C	purchasing ofc supply	2205130 |560030|		2027/2	19.77
			1CMW-31YP-XM6C	purchasing ofc supply	2205130 |560230|		2027/2	43.65
					Total For Check # 341235			**1,337.04**
08/06/2026	341238	1468 ARLEDGE & ASSOCIATES, P.C.	54707	54707	2201503 |530810|		2027/2	9,375.00
					Total For Check # 341238			**9,375.00**
08/06/2026	341239	945 AYS LLC	318688	318688 07/22/2026	2205403 |540330|		2027/2	108.00
					Total For Check # 341239			**108.00**
08/06/2026	341240	885 ATWOOD DISTRIBUTING LP	3952	BLANKET PO SAFETY SHOE & MISC	2205415 |560230|		2027/2	46.47
					Total For Check # 341240			**46.47**
08/06/2026	341242	5732 BIO-CHEM INCORPORATED	S1133OK	BAMA APPROVED 03/03/26 - SULFIDE	2205415 |540280|		2027/2	29,491.74
					Total For Check # 341242			**29,491.74**
08/06/2026	341243	1204 BISHOP LIFTING PRODUCTS	PSI00570818	TFG03 X 4' YELLOW POLY ROUND	2205415 |560230|		2027/2	402.00
					Total For Check # 341243			**402.00**
08/06/2026	341247	20 BROKEN ARROW LAWN &	130186	TS420 STWW CUTOFF MACHINE 14"	2205415 |560240|		2027/2	1,358.99
					Total For Check # 341247			**1,358.99**
08/06/2026	341248	2083 CHEMTRADE CHEMICALS US	90426550	BLANKET PO FOR LIQUID AMMONIUM	2205405 |560340|		2027/2	21,804.00
					Total For Check # 341248			**21,804.00**
08/06/2026	341249	37 CINTAS CORPORATION	5348047512	BLANKET PO FOR ALL DEPARTMENT	2205405 |560230|		2027/2	168.78
			5350288308	BLANKET PO FOR ALL DEPARTMENT	2201700 |560230|		2027/2	290.15
			5350588807	BLANKET PO FOR ALL DEPARTMENT	2205305 |560230|		2027/2	238.57
			5350885906	BLANKET PO FOR ALL DEPARTMENT	2205100 |560230|		2027/2	89.21

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			5350885903	BLANKET PO FOR ALL DEPARTMENT	2205120 |560230|		2027/2	134.61
			5350885905	BLANKET PO FOR ALL DEPARTMENT	2205120 |540280|		2027/2	40.84
			5350885904	BLANKET PO FOR ALL DEPARTMENT	2205120 |540280|		2027/2	59.73
			9383696467	BLANKET PO FOR ALL DEPARTMENT	2205405 |540280|		2027/2	296.99
			5351306703	BLANKET PO FOR ALL DEPARTMENT	2205410 |540070|		2027/2	207.65
			9383773856	BLANKET PO FOR ALL DEPARTMENT	2205410 |540070|		2027/2	291.00
					Total For Check # 341249			**1,817.53**
08/06/2026	341250	996 CITY OF BROKEN ARROW	209016	Payroll Run 1 - Warrant 260717	220 |218180|		2027/1	599.99
			209016	Payroll Run 1 - Warrant 260717	220 |218360|		2027/1	4,396.93
					Total For Check # 341250			**4,996.92**
08/06/2026	341251	295 CITY OF TULSA	446206	CITY COUNCIL APPROVED 03/07/23	2205410 |570160|	HC23020	2027/2	44,942.45
					Total For Check # 341251			**44,942.45**
08/06/2026	341252		446205	HC21020 RMUA	2205410 |570160|	HC21020	2027/2	263,586.22
					Total For Check # 341252			**263,586.22**
08/06/2026	341253		446204	HC21020 RMUA	2205410 |570160|	HC21020	2027/2	319,346.61
					Total For Check # 341253			**319,346.61**
08/06/2026	341254		446207	CITY COUNCIL APPROVED 03/07/23	2205410 |570160|	HC23020	2027/2	137,610.55
					Total For Check # 341254			**137,610.55**
08/06/2026	341255	1391 CLEAN THE UNIFORM CO	52204351	52204351 07/24/2026	2205410 |540310|		2027/2	31.92
			52204351	52204351 07/24/2026	2205410 |540330|		2027/2	8.52
			52204351	52204351 07/24/2026	2205410 |540330|		2027/2	3.75
			52204351	52204351 07/24/2026	2205410 |540330|		2027/2	9.75
			52204350	52204350 07/24/2026	2205405 |540310|		2027/2	57.60
			52204350	52204350 07/24/2026	2205405 |540330|		2027/2	7.50
			52204981	52204981	2205100 |540330|		2027/2	3.92
					Total For Check # 341255			**122.96**
08/06/2026	341257	4633 COLONIAL LIFE & ACCIDENT	210183	Payroll Run 1 - Warrant 260731	220 |218590|		2027/1	6,429.10
					Total For Check # 341257			**6,429.10**
08/06/2026	341259	1319 COMMUNITYCARE HMO, INC.	209017	Payroll Run 1 - Warrant 260717	220 |218560|		2027/1	295.31
					Total For Check # 341259			**295.31**

Fund 220

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/06/2026	341261	1270	CORE & MAIN	V000056545	STOP,CURB 2 FLG X FIP BF13-77W	220 |141000|		2027/2	738.30
				J000033649	METER, 1-1/2" MACH-10 PD 13" LAND	220 |141000|		2027/2	19,800.00
						Total For Check # 341261			**20,538.30**
08/06/2026	341262	5314	CROSS TIMBERS CONSULTING,	BAMA-001.06	2454250 Bridge Repair Lynn Lane	2205415 |570160|	2454250	2027/2	10,726.01
						Total For Check # 341262			**10,726.01**
08/06/2026	341263	4794	DAIOHS FIRST CHOICE	TU-1461878	TU-1461878	2201503 |560230|		2027/2	87.60
						Total For Check # 341263			**87.60**
08/06/2026	341264	771	DEPARTMENT OF	WQD-04-260672	WQD-04-260672 PERMIT	2205220 |530870|		2027/2	3,987.00
						Total For Check # 341264			**3,987.00**
08/06/2026	341266	3307	DP SUPPLY	3014087	PW STOCK ORDER	220 |141000|		2027/2	618.00
				3014089	PW STOCK	220 |141000|		2027/2	2,216.00
				3014090	GRATE, VANE (ONLY) #760031 STORM	220 |141000|		2027/2	2,470.74
						Total For Check # 341266			**5,304.74**
08/06/2026	341267	2148	ELLSWORTH CONSTRUCTION	1157	BLANKE PO FOR ASPHALT (PRIMARY#1	2205403 |570150|		2027/2	4,124.96
						Total For Check # 341267			**4,124.96**
08/06/2026	341270	4110	FLEET FUELS LLC	SI-102822	FUEL FOR ABOVE GROUND TANKS	220 |142010|		2027/2	12,754.25
						Total For Check # 341270			**12,754.25**
08/06/2026	341272	900	FORTILINE INC	7479872	FOR OLDTOWN REQ BY TOM K	2205403 |570150|	WL26010	2027/2	283.36
						Total For Check # 341272			**283.36**
08/06/2026	341273	153	GELLCO UNIFORMS & SHOES	00311413	BLANKET PO FOR SAFETY	2205200 |560100|		2027/2	179.99
				00311414	BLANKET PO FOR SAFETY	2205010 |560100|		2027/2	143.99
						Total For Check # 341273			**323.98**
08/06/2026	341276	5680	NATHAN GOODACRE	3067	3067	2205305 |540280|		2027/2	6,969.00
						Total For Check # 341276			**6,969.00**
08/06/2026	341277	5026	DALE GRAHAM	519	519 07/27/2026	2205410 |540070|		2027/2	1,490.00
				352	352	2205405 |540070|		2027/2	301.00
						Total For Check # 341277			**1,791.00**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/06/2026	341278	76 GRAINGER	9008602840	2VCE5 Chain Sling,9/32 in Size,G100,5 ft	2205415 |560240|		2027/2	1,163.60
			9008441587	PW STOCK ORDER	220 |141000|		2027/2	772.20
			9015180368	Tool Lanyard,PK10	2205415 |560230|		2027/2	417.56
			9015180368	Tool Lanyard,PK10	2205415 |560240|		2027/2	1,411.00
			9014883004	In-line filter 794F21	2205405 |560450|		2027/2	350.80
					Total For Check # 341278			**4,115.16**
08/06/2026	341280	686 H G FLAKE SUPPLY CO	0426575-IN	BLANKET PO FOR PIPE FITTINGS	2205405 |560230|		2027/2	241.75
					Total For Check # 341280			**241.75**
08/06/2026	341281	4111 HAMPSHIRE INDUSTRIAL	260763	260763 07/28/2026	2205405 |540320|		2027/2	1,650.00
					Total For Check # 341281			**1,650.00**
08/06/2026	341282	369 HAYNES EQUIPMENT CO	INV8133102	HEP0042378: Fairbanks OEM Motor 7.5HP,	2205415 |560410|		2027/2	5,653.53
					Total For Check # 341282			**5,653.53**
08/06/2026	341286	3537 J & J BOWERS LAWN CARE	260803	BLANKET PO FOR LAWN CARE	2205400 |540280|		2027/2	2,712.50
			260803	BLANKET PO FOR LAWN CARE	2205415 |540280|		2027/2	2,712.50
			80226	80226	2205305 |540280|		2027/2	6,285.00
					Total For Check # 341286			**11,710.00**
08/06/2026	341288	5131 KEVIN BEHE	17054	CITY COUNCIL 06/15/26	2205100 |540070|		2027/2	1.24
			17054	CITY COUNCIL 06/15/26	2205120 |540070|		2027/2	0.50
			17054	CITY COUNCIL 06/15/26	2205305 |540070|		2027/2	0.37
			17054	CITY COUNCIL 06/15/26	2205410 |540070|		2027/2	5.43
			16955	CITY COUNCIL 06/15/26	2205100 |540070|		2027/2	1.24
			16955	CITY COUNCIL 06/15/26	2205120 |540070|		2027/2	0.50
			16955	CITY COUNCIL 06/15/26	2205305 |540070|		2027/2	0.37
			16955	CITY COUNCIL 06/15/26	2205410 |540070|		2027/2	5.43
					Total For Check # 341288			**15.08**
08/06/2026	341293	131 LOCKE SUPPLY COMPANY	58883399-00	BLANKET PO FOR PLUMBING &	2205010 |560230|		2027/2	54.96
					Total For Check # 341293			**54.96**
08/06/2026	341296	908 MCMASTER CARR	68978645	Replacement Parts	2205410 |560450|		2027/2	899.54
					Total For Check # 341296			**899.54**

Fund 220

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER PROJECT	YEAR/PERIOD	AMOUNT
08/06/2026	341297	1429 MIDWEST BLOCK & BRICK	34227883	BLOCK, CONCRETE (8 X 8 X 16)	220 |141000|	2027/2	1,282.40
					Total For Check # 341297		**1,282.40**
08/06/2026	341299	25 NAPA AUTO PARTS	027624	CISD12033M	2205120 |560230|	2027/2	24.41
			027624	X004OZ3497	2205120 |560230|	2027/2	28.59
			027624	73110	2205120 |560230|	2027/2	31.86
			027625	0120C	2205405 |560230|	2027/2	72.48
			027625	6412	2205405 |560230|	2027/2	35.30
			027626	90657	2205305 |560200|	2027/2	8.80
			027627	7823055	2205404 |560200|	2027/2	241.08
			027629	7031699	2205010 |560200|	2027/2	5.51
			027630	9080XL	2205010 |560230|	2027/2	15.56
			027631	502	2205406 |560200|	2027/2	45.44
			027631	1255H11N	2205406 |560200|	2027/2	8.58
			027631	7060	2205406 |560200|	2027/2	4.25
			027631	4579	2205406 |560200|	2027/2	7.11
			027631	2725	2205406 |560200|	2027/2	15.92
			027631	115	2205406 |560210|	2027/2	15.50
			027631	5W20BULK	2205406 |560210|	2027/2	35.21
			027632	789DEF	2205405 |560210|	2027/2	66.66
			027633	789DEF	2205403 |560210|	2027/2	11.11
			027634	7182	2205415 |560200|	2027/2	10.55
			027634	3965	2205415 |560200|	2027/2	30.93
			027634	600564	2205415 |560200|	2027/2	33.61
			027634	550154	2205415 |560200|	2027/2	44.69
			027634	15W40BULK	2205415 |560210|	2027/2	110.63
			027635	S2206D1226	2205010 |560200|	2027/2	34.63
			027636	1334	2205415 |560200|	2027/2	4.25
			027636	MIL232209	2205415 |560200|	2027/2	295.83
			027636	3390	2205415 |560200|	2027/2	6.91
			027636	MIL232207	2205415 |560200|	2027/2	104.72
			027636	6449	2205415 |560200|	2027/2	13.64
			027636	MIL262573	2205415 |560200|	2027/2	64.44
			027636	122319	2205415 |560210|	2027/2	31.84
			027640	6433	2205415 |560200|	2027/2	29.05
			027640	501	2205415 |560200|	2027/2	17.66
			027645	366BDM	2205010 |560190|	2027/2	790.94
			027647	615	2205305 |560210|	2027/2	52.90

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				027648	700400L014	2205410 |560210|		2027/2	65.62
				027655	MT1115	2205400 |560200|		2027/2	3.08
				027657	40204	2205410 |560200|		2027/2	7.49
				027658	917403	2205410 |560200|		2027/2	1.56
				027661	7516848	2205305 |560200|		2027/2	3,655.76
				027661	7516848	2205305 |560200|		2027/2	400.00
				027661	7030434	2205305 |560200|		2027/2	36.72
				027664	TRACKDISPOSAL	2205210 |560190|		2027/2	169.44
				027664		2205210 |560190|		2027/2	92.50
				027665	305012	2205403 |560190|		2027/2	1,524.00
				027667	7516848	2205305 |560200|		2027/2	-400.00
				027668	S43008013BK	2205415 |560200|		2027/2	111.11
				027668		2205415 |560200|		2027/2	16.30
				028462	105631	2205010 |560230|		2027/2	7.01
				028463	FR11110	2205010 |560200|		2027/2	-9.19
				028463	K371017	2205010 |560200|		2027/2	-79.48
				028463	FF63041NN	2205010 |560200|		2027/2	-49.93
				028463	1748XD	2205010 |560200|		2027/2	-33.74
				028463	6771	2205010 |560200|		2027/2	-48.06
				028463	6770	2205010 |560200|		2027/2	-78.23
				028463	15W40BULK	2205010 |560210|		2027/2	-139.49
				028464	1748XD	2205010 |560200|		2027/2	33.74
				028464	600564	2205010 |560200|		2027/2	33.61
				028464	PF46235	2205010 |560200|		2027/2	39.17
				028464	9082	2205010 |560200|		2027/2	12.79
				028464	2809	2205010 |560200|		2027/2	57.93
				028464	9910	2205010 |560200|		2027/2	21.27
				028464	15W40BULK	2205010 |560210|		2027/2	125.06
				028465	9119746	2205010 |560200|		2027/2	356.01
				028466	2374	2205120 |560200|		2027/2	20.28
				028467	1016794	2205305 |560200|		2027/2	14.82
				028468	EC202	2205010 |560200|		2027/2	56.93
				028468	Q216114	2205010 |560200|		2027/2	1,349.98
				028470	34874	2205010 |560200|		2027/2	4.63
				028471	HDRTU1GAL	2205010 |560210|		2027/2	51.48
				028472	46AWBULK	2205010 |560210|		2027/2	30.78
				028473	366BDMDUAL	2205010 |560190|		2027/2	3,747.60
				028474	25080948HD	2205010 |560200|		2027/2	62.08

City of Broken Arrow

Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT YEAR/PERIOD	AMOUNT
				028476	6231	2205403 |560210|	2027/2	31.80
				028476	9080XL	2205403 |560230|	2027/2	15.56
				028478	NT2604	2205403 |560200|	2027/2	3.27
				028480	388BDM	2205010 |560190|	2027/2	1,911.96
				028480	F003159	2205010 |560190|	2027/2	1,216.68
				028481	77353	2205010 |560200|	2027/2	76.33
				028482	917403	2205010 |560200|	2027/2	1.56
				028483	72212	2205010 |560200|	2027/2	955.52
				028484	789DEF	2205403 |560210|	2027/2	11.11
				028484	PKA0F3	2205403 |560210|	2027/2	5.01
				028485	46AWBULK	2205010 |560210|	2027/2	106.02
				028486	05103	2205305 |560230|	2027/2	7.79
				028490	CT9444TRP	2205010 |560200|	2027/2	7.82
				028490	F506427	2205010 |560200|	2027/2	75.70
				028491	2413	2205010 |560230|	2027/2	3.89
				028493	XPS301	2205010 |560200|	2027/2	100.69
				028495	24307015	2205010 |560200|	2027/2	477.41
				028496	356500WMA	2205010 |560200|	2027/2	755.21
				028497	388BDM	2205010 |560190|	2027/2	637.32
				028498	366BDMDUAL	2205010 |560190|	2027/2	3,747.60
				028498	F244465DUEL	2205010 |560190|	2027/2	1,375.16
						Total For Check # 341299		**25,144.63**
08/06/2026	341300	5247	NEXLEVEL REDI MIX LLC	11332	11332 07/24/2026	2205400 |560270|	2027/2	447.50
						Total For Check # 341300		**447.50**
08/06/2026	341302	5149	OFFEN PETROLEUM LLC	INV2263668	FUEL FOR STREETS LOCATION - TBD	220 |142000|	2027/2	25,446.95
						Total For Check # 341302		**25,446.95**
08/06/2026	341303	4349	OKIE PACKAGING &	32158	PW STOCK	220 |141000|	2027/2	681.60
						Total For Check # 341303		**681.60**
08/06/2026	341305	98	OKLAHOMA NATURAL GAS CO	253868218 07232026	FY27 ANNUAL ONG PO	2205415 |550240|	2027/2	57.03
				179074682 07222026	FY27 ANNUAL ONG PO	2205305 |550240|	2027/2	65.63
				179074682 07222026	FY27 ANNUAL ONG PO	2205400 |550240|	2027/2	65.63
				267746591 07292026	FY27 ANNUAL ONG PO	2205100 |550240|	2027/2	216.04
				267746591 07292026	FY27 ANNUAL ONG PO	2205120 |550240|	2027/2	193.69
				267746591 07292026	FY27 ANNUAL ONG PO	2205305 |550240|	2027/2	65.51

City of Broken Arrow

Check Register by Fund

Fund 220

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				267746591 07292026	FY27 ANNUAL ONG PO	2205400 |550240|		2027/2	65.51
				267746591 07292026	FY27 ANNUAL ONG PO	2205410 |550240|		2027/2	192.71
				267746591 07292026	FY27 ANNUAL ONG PO	2205415 |550240|		2027/2	1,094.69
						Total For Check # 341305			**2,016.44**
08/06/2026	341308	232	PREFERRED BUSINESS	DC037529	DC037529 08/01/2026	2205010 |540330|		2027/2	161.00
				DC037529	DC037529 08/01/2026	2205406 |540330|		2027/2	99.00
				DC035793	DC035793 05/01/2026	2205406 |540330|		2027/2	102.92
						Total For Check # 341308			**362.92**
08/06/2026	341309	4987	DAVE HARRISON	26613	PW STOCK-100% cotton tee shirts	220 |141000|		2027/2	422.50
						Total For Check # 341309			**422.50**
08/06/2026	341310	1678	PSI WATER TECHNOLOGIES	INV0009879	Bag, Dusty Collection, 9" Throat Diam.,	2205405 |560450|		2027/2	2,397.50
						Total For Check # 341310			**2,397.50**
08/06/2026	341317	969	SHERWOOD CONSTRUCTION	310497	BLANKET PO (BACKUP BIDDER#2 FOR	2205403 |570150|	WL26010	2027/2	760.76
				310496	BLANKET PO (BACKUP BIDDER#2 FOR	2205403 |570150|	WL26010	2027/2	2,054.40
				310385	BLANKET PO (BACKUP BIDDER#2 FOR	2205403 |570150|	WL26010	2027/2	719.88
				309251	BLANKET PO (BACKUP BIDDER#2 FOR	2205403 |570150|	WL26010	2027/2	607.95
				310074	BLANKET PO (BACKUP BIDDER#2 FOR	2205403 |570150|	WL26010	2027/2	2,132.10
				309519	BLANKET PO (BACKUP BIDDER#2 FOR	2205403 |570150|	WL26010	2027/2	2,656.92
				309520	BLANKET PO (BACKUP BIDDER#2 FOR	2205403 |570150|	WL26010	2027/2	1,737.00
						Total For Check # 341317			**10,669.01**
08/06/2026	341327	234	STOREY TOWING LLC	63199	63199	2205305 |540200|		2027/2	387.00
				63219	63219	2205010 |540200|		2027/2	387.00
						Total For Check # 341327			**774.00**
08/06/2026	341331	4478	TRANSCO SUPPLY COMPANY	1068273	PW STOCK ORDER	220 |141000|		2027/2	1,427.22
				1068266	GATORADE ZERO VARIETY PACK 20oz	220 |141000|		2027/2	396.45
				1068267	PW STOCK	220 |141000|		2027/2	77.10
				1068272	PW STOCK	220 |141000|		2027/2	197.40
				1068386	Gas Cans and Lysol	220 |141000|		2027/2	589.00
				1068368	Gas Cans and Lysol	220 |141000|		2027/2	658.96
				1068367	PW STOCK	220 |141000|		2027/2	239.59
				1068337	pw stock order nitrile gloves	220 |141000|		2027/2	332.64
				1068396	pw stock order nitrile gloves	220 |141000|		2027/2	2,120.00

Fund 220

City of Broken Arrow

Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					Total For Check # 341331			**6,038.36**
08/06/2026	341332	1496 TWIN CITIES READY MIX INC	326360	BLANKET PO FOR MISC CONCRETE	2205415 |560270|		2027/2	1,704.20
			325940	BLANKET PO FOR MISC CONCRETE	2205415 |560270|		2027/2	186.50
					Total For Check # 341332			**1,890.70**
08/06/2026	341334	1324 ULINE	211355873	MASTER® CONFINED SPACE FAN - 8" H-	2205405 |560110|		2027/2	1,500.73
					Total For Check # 341334			**1,500.73**
08/06/2026	341335	744 UNITED RENTALS, INC	264621129-001	264621129-001 07/28/2026	2205415 |540320|		2027/2	1,840.00
			264748598-001	264748598-001 07/22/2026	2205410 |540320|		2027/2	1,100.94
			256114564-011	256114564-011 07/24/2026	2205410 |540320|		2027/2	720.00
			264733360-001	264733360-001 07/24/2026	2205415 |540320|		2027/2	1,214.00
					Total For Check # 341335			**4,874.94**
08/06/2026	341336	44 UTILITY SUPPLY	3013848	3013848 07/22/2026	2205415 |560400|		2027/2	366.00
			3013449	PW STOCK	220 |141000|		2027/2	860.58
			3013496	8" Shell cutter for large taps	2205400 |560240|		2027/2	2,200.00
					Total For Check # 341336			**3,426.58**
08/06/2026	341337	1169 VERIZON	6149185698	6149185698	2205404 |550540|		2027/2	60.01
					Total For Check # 341337			**60.01**
08/06/2026	341338	897 WASTE MANAGEMENT QUARRY	2446649-1006-8	2446649-1006-8 07/16/2026	2205410 |540300|		2027/2	969.30
			0069637-2185-4	0069637-2185-4 07/16/2026	2205410 |540300|		2027/2	116.62
					Total For Check # 341338			**1,085.92**
08/06/2026	341340	1537 WATER TECH INC	185301	BLANKET PO FOR POLYMER FOR	2205405 |560340|		2027/2	9,520.20
					Total For Check # 341340			**9,520.20**
08/06/2026	341341	2346 WEX BANK	114215491	114215491	220 |143015|		2027/2	2,927.38
					Total For Check # 341341			**2,927.38**
08/06/2026	341342	1095 WINDSTREAM HOLDINGS II LLC	101148159 07282026	FY27 ANNUAL AGREEMENT	2205410 |550220|		2027/2	115.36
					Total For Check # 341342			**115.36**
					Total For Fund 220			**1,956,824.53**
					Number of Invoices For Fund 220			**764**

City of Broken Arrow

Request for Action

File #: 26-1305, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 08-18-26

Title:

Presentation to the Broken Arrow Municipal Authority of Solid Waste and Recycling "Gold Lid Recycler" program

Background:
In September of 2020 the City began a city-wide curbside recycling program. The collection of co-mingled recycling does not come without challenges. Contamination of the material adds costs to the program which can be managed in different ways. In an attempt to recognize customers who go above and beyond to help us reduce contamination the department initiated the "Gold Lid Recycler" program. The program allows the department to leverage activities we are already engaged in while building excitement and competition within the neighborhoods we serve. Today's presentation will give an overview of the new program.

Cost: $0

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Solid Waste & Recycling Gold Lid Presentation

Recommendation:
No action Required

SOLID WASTE & RECYCLING GOLD LID PROGRAM

WHAT IS THE GOLD LID PROGRAM?

- Recognize Broken Arrow residents that have a consistent set out rate for their recycling cart and keep it free from contaminants.
- Distribute 100 recycling carts with gold lids to residents that go above and beyond with their curbside recycling efforts.

WHAT IS OUR GOAL WITH THE PROGRAM?

- Put a spotlight on residents recycling properly and encourage others to keep contaminants out of their recycling cart!
- Inspire residents to strive for a Gold Lid!

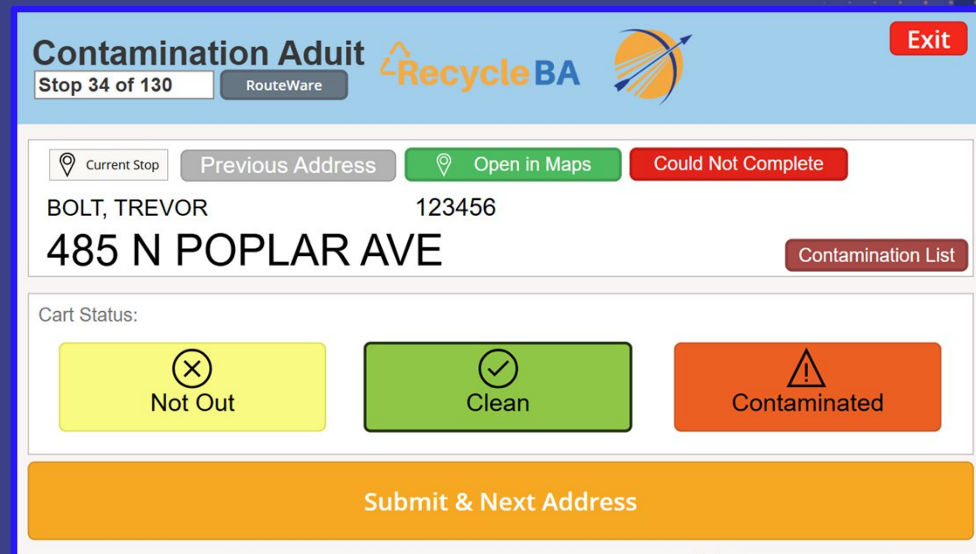
CONCEPTION OF RECYCLING PROGRAM

- In 2020, with input and support from the authority and a recycling committee, a curbside recycling program was introduced to utility billing customers.
- Contamination audits were performed by the Recycling Inspector/Educator
    - This was to locate contaminants, educate residents on proper practices, and collect contamination data.

Data Collection

- On recycling routes, drivers can add comments when contamination is spotted from the vehicle when servicing the cart.

- For our inspector, the Contamination Audit Tool was created to decrease the amount of time spent recording data from each household.



How are Gold Lid Candidates Selected?

- If a resident meets the criteria of the Gold Lid Program, 25 residents from each ward were chosen randomly
- Remember, the criteria is...
  - Consistent set out rates
  - Free of contaminants

Contaminants in Recycling Carts

No Styrofoam
(cartons, cups, trays, or packaging)

Do Not Bag Recyclables
No Garbage Bags

No Plastic Bags or Plastic Wrap
(return to retail)

No Food or Liquid
(empty all containers)

No Clothing or Linens
(use donation programs)

No Tanglers
(no hoses, wires, chains,or electronics)

Items to Focus on When Recycling

Cans

Aluminum and Steel Cans
empty and rinse

Cartons

Food and Beverage Cartons
empty and replace cap

Glass

Bottles and Jars
empty and rinse

Paper

Mixed Paper, Paper Cups, Newspaper, Magazines, and Flattened Cardboard

Plastic Containers

Kitchen, Laundry, Bath: Bottles, Containers, and Plastic Cups
empty and replace cap

Future of the Gold Lid Program

- Reduce contamination within our recycling stream
  - -Highlight residents keeping it clean
- Continue educating residents between contaminants and material that should be placed in their recycling cart.
- Relocate Gold Lids to new residents that have displayed excellence in keeping their recycling cart free of contaminants.

Great News!

- We have started the delivery of the Gold Lids!
  - Within the next four weeks, all 100 Gold Lid Carts will be delivered!
- To help us keep track, the Gold Lid delivery date is recorded.
- In six months, the carts will be picked up in the order they were originally delivered.

Gold Lid Delivery

26.168-Backfill Sand & Topsoil		
This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.		
Price Summary - Rates and Charges	**Anchor Stone Company**	
	Unit Price (Pickup)	Unit Price (Delivered)
Backfill Sand Per Ton	$ 15.00	$ 23.98
Topsoil	$ -	$ -
Minimum Delivery Quantity		15 tons
Normal Delivery Lead Time		2 days
Notary Public Commission Expires	**3/19/2029**	

26.168-Backfill Sand & Topsoil
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (10) Vendors with (1) Vendor responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Ryan Baze, General Services Director

7/31/2026

Date

BROKEN ARROW
Where opportunity lives

26.169-Trucking Service	
This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.	
Price Summary - Rates and Charges	**D & H Trucking & Removal, LLC**
End Dump (rate per hour)	$ 144.99
Flat Bed Trailer with Walls (rate per hour)	$ 210.99
Bobtail (rate per hour)	$ 114.99
Detachable Lowboy Trailer (rate per hour)	$ 154.99
Note:	Diesel Price-$4.80*4= $/hour surcharge
Notary Public Commission Expires	**2/26/2028**

26.169-Trucking Service
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (7) Vendors with (1) Vendor responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze — 7/31/2026

Ryan Baze, General Services Director — **Date**